

# **EXHIBIT E**

## GUS R. LESNEVICH, INC.

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March 25, 2012

Re: *Paul D. Ceglia v. Mark Elliot Zuckerberg and Facebook, Inc.*,  
Civil Action No. 1:10-cv-00569-RJA

Expert Report of Gus R. Lesnevich, Forensic Document Examiner

### I. QUALIFICATIONS

My name is Gus R. Lesnevich and I am a Forensic Document Examiner. I am currently self-employed at Gus R. Lesnevich, Inc. I have more than 40 years of experience in the field. I was certified by the Department of Defense, United States Army, as an Examiner of Questioned Documents in 1970. In 1974, I was recruited by the United States Secret Service, where I served as a Forensic Document Examiner specializing in signature identification for eight years. Since leaving the Secret Service in 1981, I have been in private practice. I have testified as an expert for more than 40 years in more than 500 cases, both civil and criminal. A copy of my curriculum vitae is attached as Exhibit A to my initial declaration in this case, dated May 31, 2011 (Doc. No. 52).

The expert practice of forensic document examination is widely accepted in courts in the United States and around the world. I have testified in all courts of the United States Armed Forces, state and federal courts throughout the United States, and courts in Europe and Asia. I have worked on cases for the foreign governments of South Korea, South Vietnam, Australia, New Zealand, and the overseas embassies of Great Britain and France. Some of the more highly publicized cases for which I have been retained or in which I have testified, such as Iran/Contra and Whitewater, are identified in my curriculum vitae. Additionally, a published opinion of the United States Court of Appeals for the Third Circuit in *United States v. Rutland* discusses my qualifications as an expert. A copy of that opinion is attached as Exhibit B to my initial declaration in this case, dated May 31, 2011 (Doc. No. 52).

The leading organization that establishes standards for Forensic Document Examiners is ASTM International, originally known as the American Society for Testing and Materials (ASTM). ASTM International provides standards for forensic sciences, including Forensic Document Examination. It was formed over a century ago, is one of the largest voluntary development organizations in the world, and is a trusted source for materials, products, systems and services. I have followed the ASTM International standards as they relate to this case in all respects.

### II. PURPOSE OF EXAMINATION

I understand that Plaintiff Paul Ceglia has produced several images of the purported contract on which his lawsuit is based, a two-page physical document titled "WORK FOR HIRE" CONTRACT (hereafter, Work for Hire document). These images include the copies attached to

Ceglia's Complaint, filed June 30, 2010, and to a June 27, 2010 email that Ceglia sent to his attorney, Paul Argentieri, that was produced by Ceglia in this case.

I also understand that Ceglia produced the purported Work for Hire document to his expert Valery Aginsky in January 2011, and that Mr. Aginsky created images of that physical document. Finally, I understand that Ceglia produced the purported Work for Hire document to Defendants' experts on July 14, 2011 as part of the court-ordered expedited discovery, and that Defendants' expert Peter V. Tytell created images of that physical document on the day the document was provided.

All four images are of a two-page physical document that Ceglia has presented as the same two-page physical document, the Work for Hire Document. However, there are apparent dissimilarities in these images, particularly with respect to the questioned handwritten interlineations appearing on page 1.

Thus, in light of my specialized expertise and training, I was asked to analyze these four images (collectively, the "Questioned Documents") to determine whether they are, in fact, images of the same physical two-page document. In particular, I was asked to analyze and compare each of the questioned handwritten interlineations on page 1 of the four images. The questioned handwritten interlineations read: "Providing web Designer is Finished By May 24, 2003," with the initials "PC" and "MZ" placed to the right of this sentence.

### **III. THE QUESTIONED DOCUMENTS**

Exhibit Q-1: Image of the Work for Hire document in TIF file format sent by Ceglia to his attorney Paul Argentieri on June 27, 2010.

Exhibit Q-2: Image of the Work for Hire document attached to Ceglia's Complaint, filed June 30, 2010.

Exhibit Q-3: Image of the Work for Hire document taken by Ceglia's expert Valery Aginsky during his January 13, 2011 examination of the Work for Hire document.

Exhibit Q-4: Image of the Work for Hire document taken by Defendants' expert Peter V. Tytell during Defendants' July 14, 2011 examination of the Work for Hire document presented by Plaintiff's counsel Paul Argentieri.

### **IV. METHODOLOGY OF EXAMINATION**

I performed a series of visual examinations using the procedures prescribed by ASTM International, which are outlined below. These visual examinations included: (1) examination of the documents using a hand-held glass possessing 3x magnification capabilities, (2) examination of the documents after the images of the interlineations on page 1 were enlarged on high-resolution computer screens using Mac Preview, an analytical method that provides the

ability to examine text closely, without distorting the image, and (3) examination of the enlarged images using a hand-held glass. Each of these methods is non-destructive and outlined by ASTM International as the most appropriate method of conducting this type of examination. *See* ASTM International standards E 2331-04, 2290-07a. To ensure I was comparing each image at the same level of magnification, I enlarged each image such that the typed text of each image was approximately the same size and equally proportional.

To determine whether any differences exist between documents, and in accordance with the standards set out by ASTM International, some of the points I considered during my examination and comparison of the questioned written interlineations appearing on the questioned documents were: slant/slope of words, letters, and numerals; letter and numeral formation and the overall design of the letters and numerals (paying particularly close attention to loops and curves); positioning and placement of the letters and numerals on the document; beginning and ending strokes (i.e., the curvature and style of the beginning and ending strokes of each of the letters or numerals); the height relationship of letters and numerals within each word or number; and the alignment of words and numbers in comparison to the typed text surrounding the word or number. *See* ASTM International standard E 2290-07a.

## **V. RESULTS OF EXAMINATION**

### **Twenty (20) Handwriting Differences Between Exhibits Q-1 and Q-2 and Exhibits Q-3 and Q-4**

During my examination and comparison of the questioned documents, I found at least 20 observable dissimilarities between the questioned handwritten interlineations appearing on page 1 of Exhibits Q-1, Q-2, Q-3, and Q-4. These dissimilarities are not attributable to image-quality variation between documents. Rather, they evidence the fact that the differences between the handwriting in the questioned documents were generated at the time of the document's creation, not at the time of reproduction. Therefore, these dissimilarities in handwriting demonstrate, to the highest degree of certainty possible, that these images are not of the same physical two-page document. *See* ASTM International standard E 1658-08. In other words, Ceglia produced at least two different physical documents purporting to be the same document. In particular, Ceglia produced a Work for Hire document to Defendants' experts in July 2011 that was different than the document he attached to his Complaint.

All 20 of these handwriting dissimilarities are reflected in the images of the Questioned Documents in this Report. In addition, images of the first page of each of the Questioned Documents with enlarged pull-outs of the questioned handwriting interlineations are attached hereto as Exhibit C.

#### **A. Slant/Slope Dissimilarities**

I observed several slant/slope dissimilarities between the questioned handwritten interlineations on page 1 of Exhibits Q-1 and Q-2 and Exhibits Q-3 and Q-4.

- 1) I examined the word "is" in the questioned handwritten interlineations and found that the bottom of the letters slant slightly downward from left to right on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the letters slant slightly upward from left to right. *See Fig. 1.*
- 2) I examined the word "May" in the questioned handwritten interlineations and found that the legs of the letter "M" run parallel to each other on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the legs of the letter "M" do not run parallel to each other. *See Fig. 2.*
- 3) I examined the word "May" in the questioned handwritten interlineations and found that the bottom of the letter "a" slants slightly upward from left to right on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the bottom of the letter "a" slants slightly downward from left to right. *See Fig. 3.*
- 4) I examined the word "May" in the questioned handwritten interlineations and found that the arm of the letter "y" is perpendicular to the stem of the letter "y" on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the arm of the letter "y" is formed at an approximate 80 degree slant to the stem of the letter "y." *See Fig. 4.*
- 5) I examined the number "2003" in the questioned handwritten interlineations and found that the ending stroke or tail of the numeral "2" is formed at an approximate 17 degree slant from the horizontal alignment of the typed text below on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the ending stroke or tail of the numeral "2" is formed at an approximate 40 degree slant from the horizontal alignment of the typed text below. *See Fig. 5.*
- 6) I examined the initials "MZ" in the questioned handwritten interlineations and found that the cross-bar of the letter "Z" is formed at an approximate 15 degree slant from the horizontal alignment of the typed text below on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the cross-bar of the letter "Z" is formed at an approximate 25 degree slant from the horizontal alignment of the typed text below. *See Fig. 6.*

**“WORK FOR HIRE” CONTRACT**

WRITTEN WORD “IS”

EXHIBIT Q-1

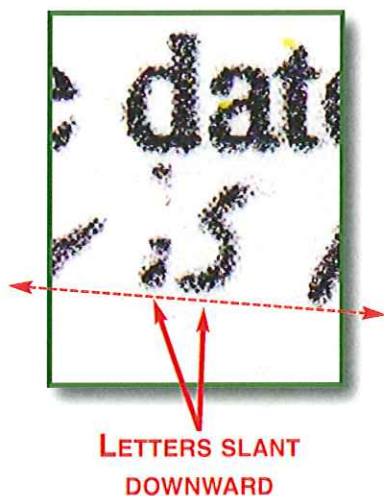
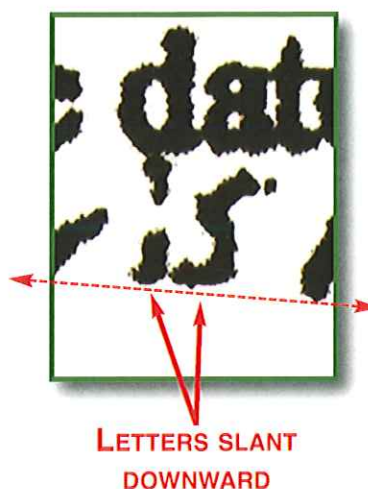


EXHIBIT Q-2



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**“WORK FOR HIRE” CONTRACT**

WRITTEN WORD “IS”

EXHIBIT Q-3

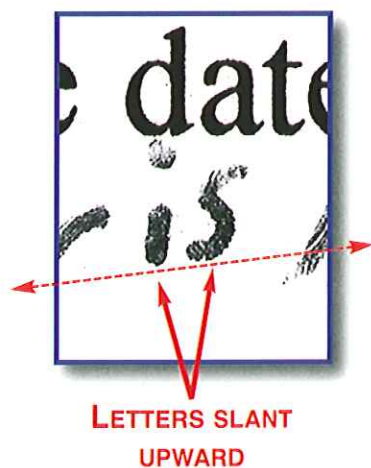


EXHIBIT Q-4

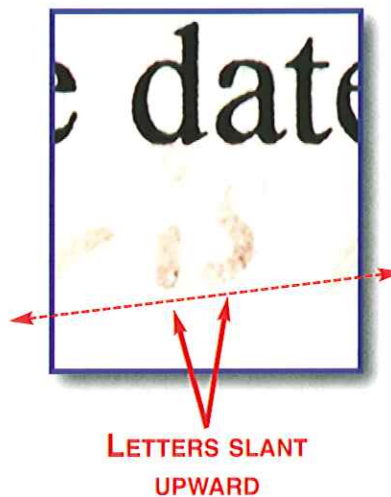


FIG. 1.

(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)

**"WORK FOR HIRE" CONTRACT**  
LETTERS "M" FROM THE WRITTEN WORD "MAY"

EXHIBIT Q-1



LEGS OF THE  
LETTER "M"  
ARE PARALLEL

EXHIBIT Q-2

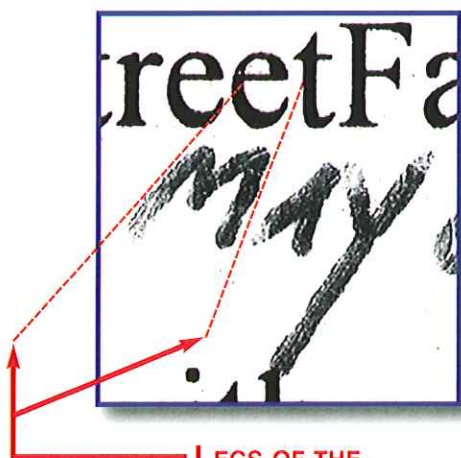


LEGS OF THE  
LETTER "M"  
ARE PARALLEL

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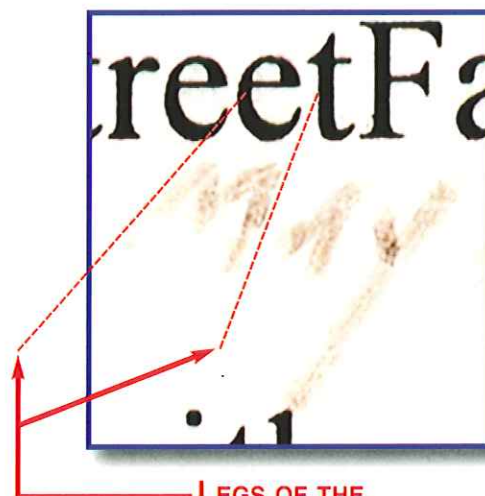
**"WORK FOR HIRE" CONTRACT**  
LETTERS "M" FROM THE WRITTEN WORD "MAY"

EXHIBIT Q-3



LEGS OF THE  
LETTER "M"  
ARE NOT PARALLEL

EXHIBIT Q-4



LEGS OF THE  
LETTER "M"  
ARE NOT PARALLEL

FIG. 2.

(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)



**"WORK FOR HIRE" CONTRACT**

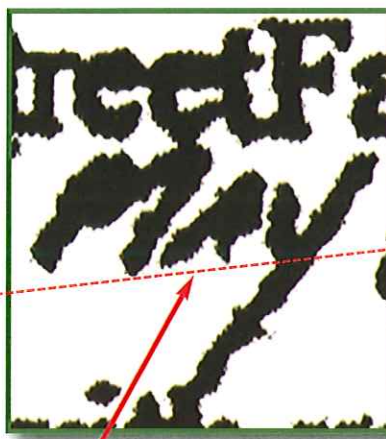
LETTERS "A" FROM THE WRITTEN WORD "MAY"

EXHIBIT Q-1



LETTER "A"  
SLANTS UPWARD

EXHIBIT Q-2



LETTER "A"  
SLANTS UPWARD

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**"WORK FOR HIRE" CONTRACT**

LETTERS "A" FROM THE WRITTEN WORD "MAY"

EXHIBIT Q-3



LETTER "A"  
SLANTS DOWNWARD

EXHIBIT Q-4



LETTER "A"  
SLANTS DOWNWARD

FIG. 3.

(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)



**“WORK FOR HIRE” CONTRACT**

LETTERS “Y” FROM THE WRITTEN WORD “MAY”

EXHIBIT Q-1

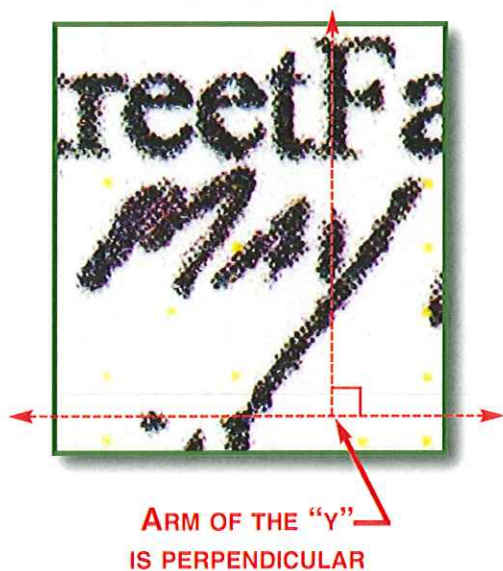
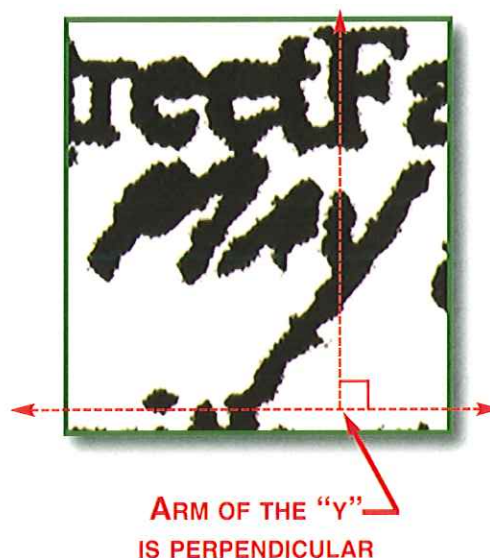


EXHIBIT Q-2



**“WORK FOR HIRE” CONTRACT**

LETTERS “Y” FROM THE WRITTEN WORD “MAY”

EXHIBIT Q-3

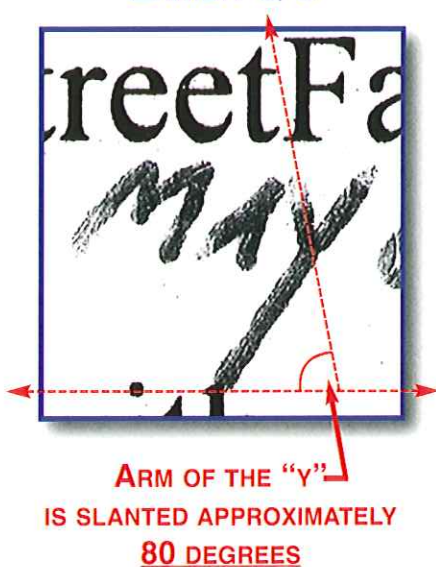


EXHIBIT Q-4

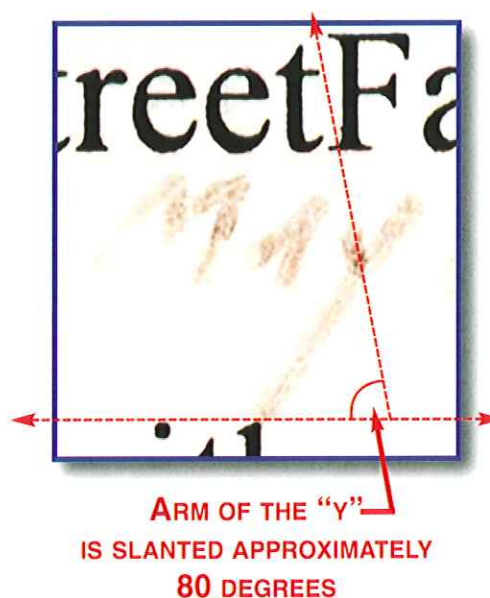


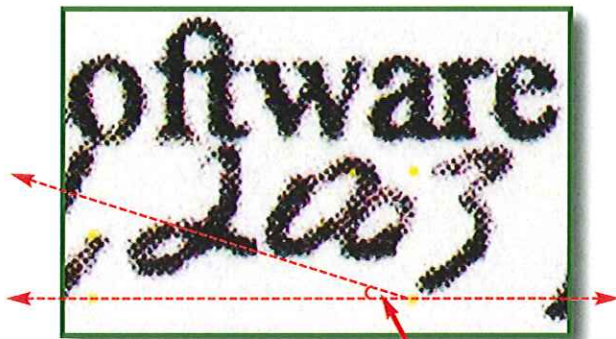
FIG. 4.

(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)

**"WORK FOR HIRE" CONTRACT**

NUMERALS "2" FROM THE WRITTEN NUMBER "2003"

EXHIBIT Q-1



TAIL OF THE "2"  
IS SLANTED APPROXIMATELY  
17 DEGREES

EXHIBIT Q-2



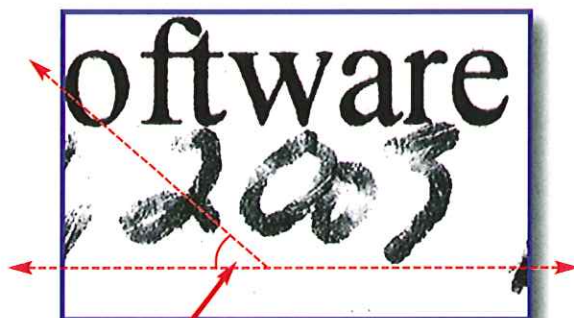
TAIL OF THE "2"  
IS SLANTED APPROXIMATELY  
17 DEGREES

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**"WORK FOR HIRE" CONTRACT**

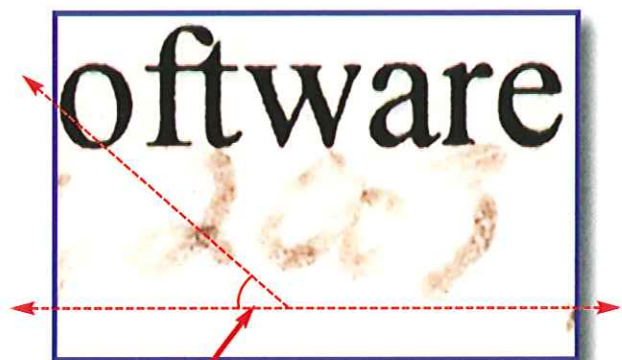
NUMERALS "2" FROM THE WRITTEN NUMBER "2003"

EXHIBIT Q-3



TAIL OF THE "2"  
IS SLANTED APPROXIMATELY  
40 DEGREES

EXHIBIT Q-4

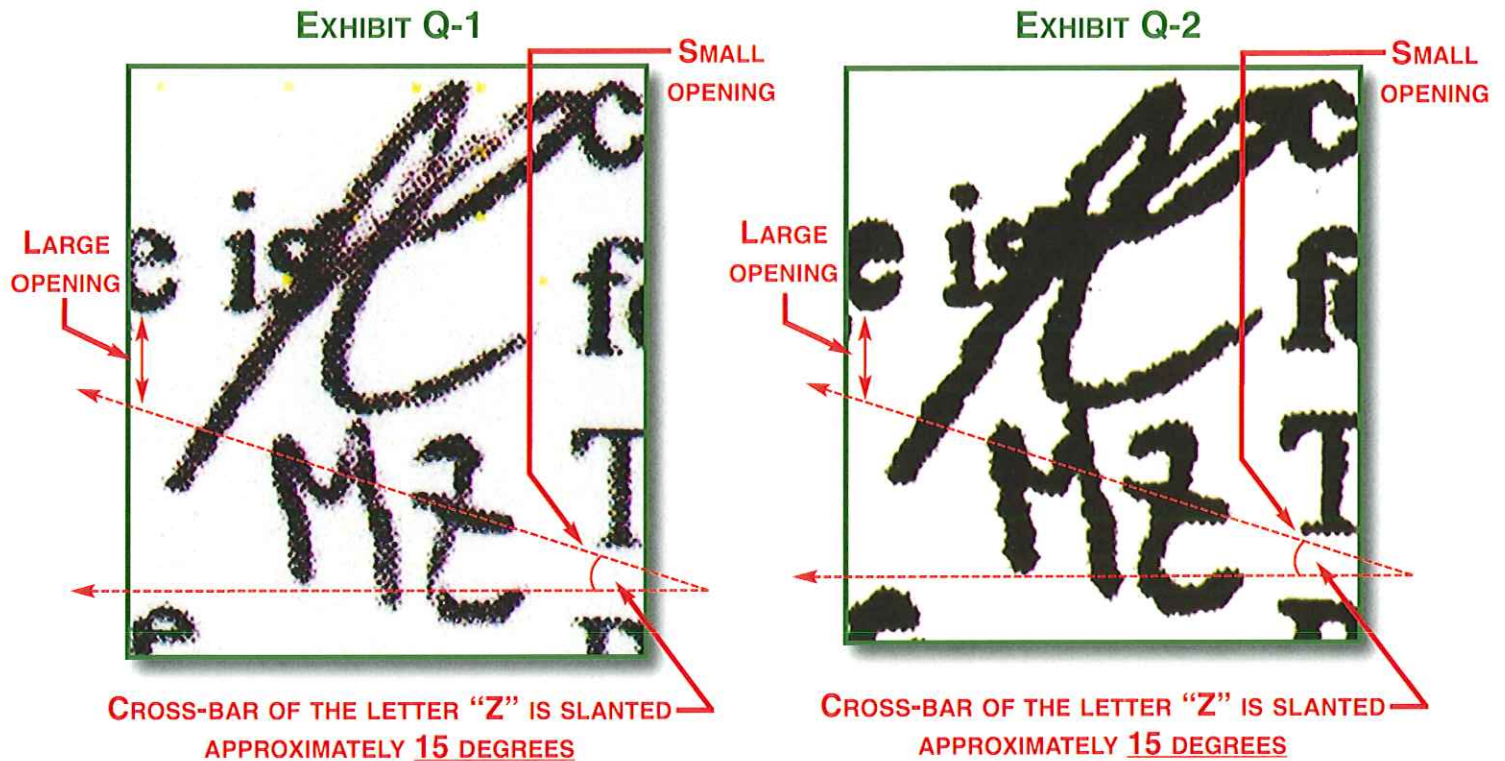


TAIL OF THE "2"  
IS SLANTED APPROXIMATELY  
40 DEGREES

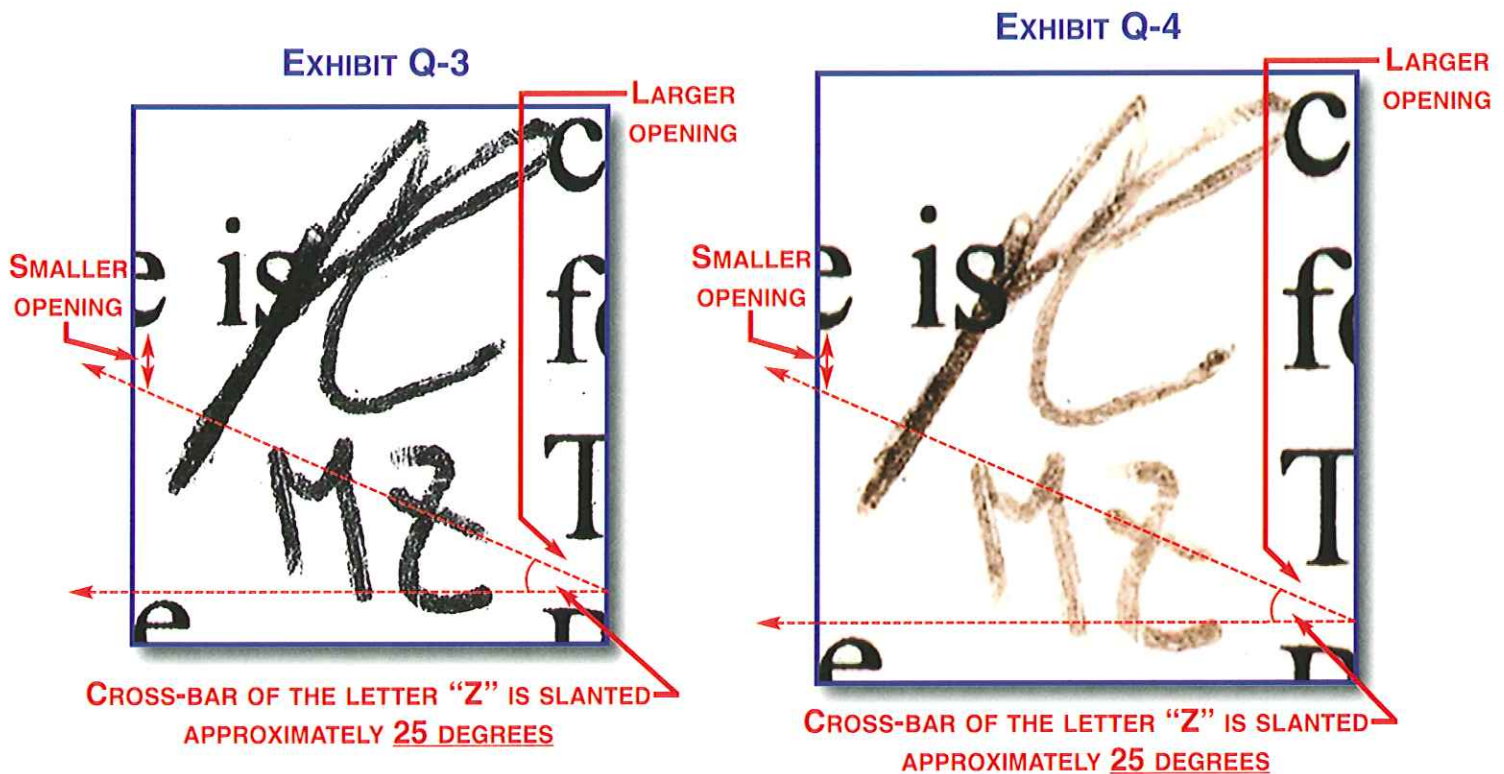
FIG. 5. (ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)



**"WORK FOR HIRE" CONTRACT**  
PLACEMENT OF THE "PC" AND "MZ" INITIALS



**"WORK FOR HIRE" CONTRACT**  
PLACEMENT OF THE "PC" AND "MZ" INITIALS



**FIG. 6.** (ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)

## **B. Letter Formation or Design of the Letters**

I observed several letter formation or letter design dissimilarities between the questioned handwritten interlineations on page 1 of Exhibits Q-1 and Q-2 and Exhibits Q-3 and Q-4.

- 1) I examined the word “May” in the questioned handwritten interlineations and found that there is no opening on the left side of the letter “M” on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, there is a significant opening on the left side of the letter “M.” *See Fig. 7.*
- 2) I examined the number “24” in the questioned handwritten interlineations and found that the arm of the numeral “4” is formed with a curved writing movement on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the arm of the numeral “4” is formed with a straighter writing movement. *See Fig. 8.*
- 3) I examined the number “2003” in the questioned handwritten interlineations and found that the space between the initial stroke of the numeral “3” and the first downward stroke is open on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the space between the initial stroke of the numeral “3” and the first downward stroke is closed. *See Fig. 9.*

**“WORK FOR HIRE” CONTRACT**  
LETTERS “M” FROM THE WRITTEN WORD “MAY”

EXHIBIT Q-1



LEFT SIDE IS CLOSED

EXHIBIT Q-2



LEFT SIDE IS CLOSED

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**“WORK FOR HIRE” CONTRACT**  
LETTERS “M” FROM THE WRITTEN WORD “MAY”

EXHIBIT Q-3



LEFT SIDE IS OPEN

EXHIBIT Q-4



LEFT SIDE IS OPEN

FIG. 7.

(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)



**"WORK FOR HIRE" CONTRACT**

NUMERALS "4" FROM THE WRITTEN NUMBER "24"

EXHIBIT Q-1



CURVED  
WRITING MOVEMENT

EXHIBIT Q-2



CURVED  
WRITING MOVEMENT

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**"WORK FOR HIRE" CONTRACT**

NUMERALS "4" FROM THE WRITTEN NUMBER "24"

EXHIBIT Q-3



STRAIGHTER  
WRITING MOVEMENT

EXHIBIT Q-4



STRAIGHTER  
WRITING MOVEMENT

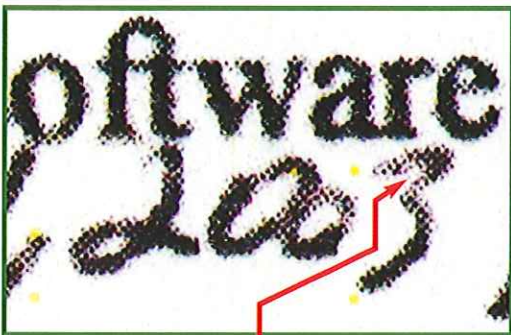
FIG. 8.

(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)

**"WORK FOR HIRE" CONTRACT**

**NUMERALS "3" FROM THE WRITTEN NUMBER "2003"**

**EXHIBIT Q-1**



**OPEN TOP**

**EXHIBIT Q-2**



**OPEN TOP**

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**"WORK FOR HIRE" CONTRACT**

**NUMERALS "3" FROM THE WRITTEN NUMBER "2003"**

**EXHIBIT Q-3**



**CLOSED TOP**

**EXHIBIT Q-4**



**CLOSED TOP**

**FIG. 9.**

**(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)**



### **C. Letter Spacing or Placement on the Document**

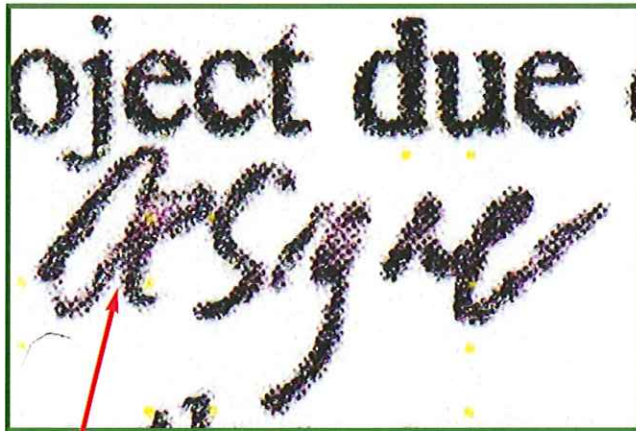
I observed several letter spacing or placement dissimilarities between the questioned handwritten interlineations on page 1 of Exhibits Q-1 and Q-2 and Exhibits Q-3 and Q-4.

- 1) I examined the word "Designer" in the questioned handwritten interlineations and found that the letter "D" does touch the following letter "e" on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the letter "D" does not touch the following letter "e." *See Fig. 10.*
- 2) I examined the number "24" in the questioned handwritten interlineations and found that the stem of the numeral "4" touches the typed letter "o" above on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the stem of the numeral "4" does not touch the typed letter "o" above. *See Fig. 11.*
- 3) I examined the number "2003" in the questioned handwritten interlineations and found that the space between the numeral "2" and the numeral "0" on Exhibits Q-1 and Q-2 is significantly smaller than the space between the numeral "2" and the numeral "0" on Exhibits Q-3 and Q-4. *See Fig. 12.*
- 4) I examined the number "2003" in the questioned handwritten interlineations and found that the top of the numeral "3" does not touch the typed letter "r" above on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the top of the numeral "3" does touch the typed letter "r" above. *See Fig. 13.*
- 5) I examined the initials "PC" and "MZ" in the questioned handwritten interlineations and found that the space between the "M" and the "C" is significantly smaller on Exhibits Q-1 and Q-2 than the space between the "M" and the "C" on Exhibits Q-3 and Q-4. *See Fig. 14.*

**"WORK FOR HIRE" CONTRACT**

LETTERS "D" AND "E" FROM THE WRITTEN WORD "DESIGNER"

**EXHIBIT Q-1**



LETTERS ARE CONNECTED

**EXHIBIT Q-2**

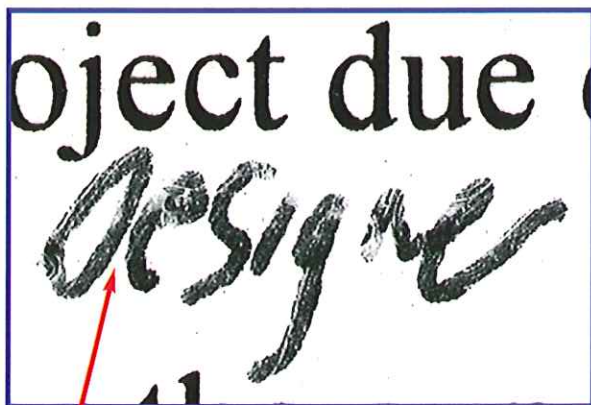


LETTERS ARE CONNECTED

**"WORK FOR HIRE" CONTRACT**

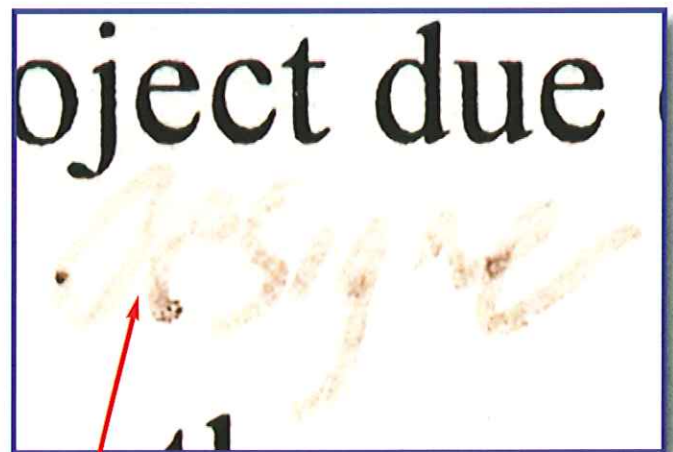
LETTERS "D" AND "E" FROM THE WRITTEN WORD "DESIGNER"

**EXHIBIT Q-3**



LETTERS ARE SEPARATED

**EXHIBIT Q-4**



LETTERS ARE SEPARATED

**FIG. 10.** (ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)

**"WORK FOR HIRE" CONTRACT**

NUMERALS "4" FROM THE WRITTEN NUMBER "24"

EXHIBIT Q-1

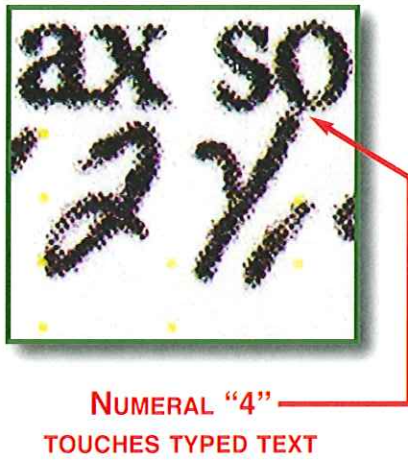
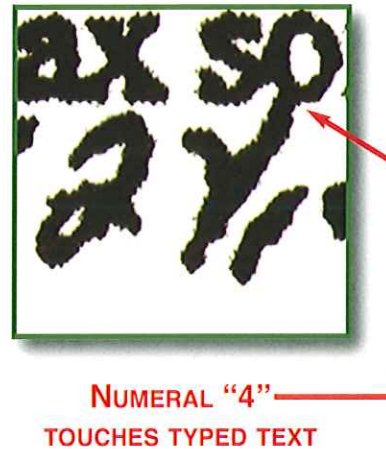


EXHIBIT Q-2



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**"WORK FOR HIRE" CONTRACT**

NUMERALS "4" FROM THE WRITTEN NUMBER "24"

EXHIBIT Q-3

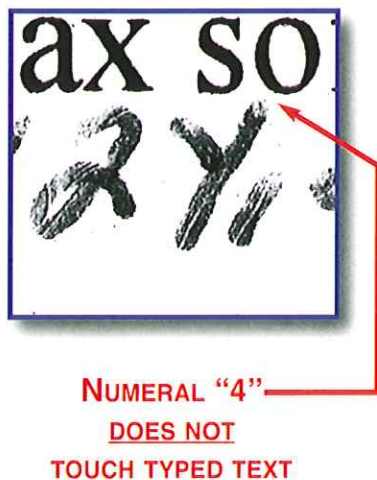


EXHIBIT Q-4

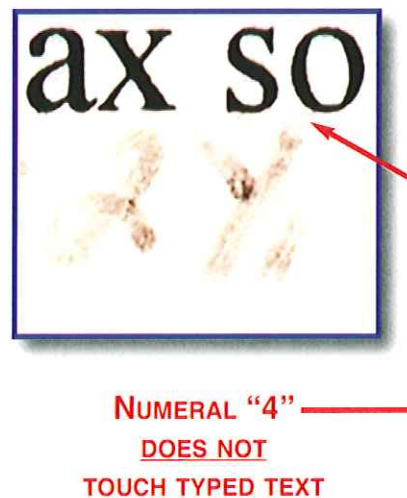


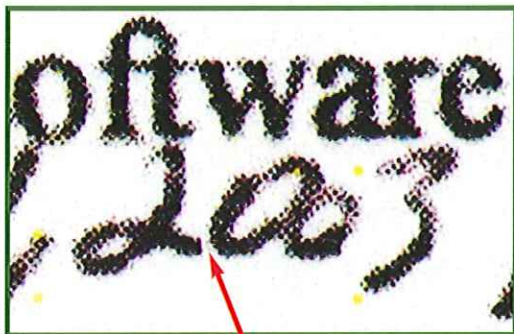
FIG. 11.

(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)

**“WORK FOR HIRE” CONTRACT**

NUMERALS “2” FROM THE WRITTEN NUMBER “2003”

EXHIBIT Q-1



SMALL OPENING BETWEEN  
THE NUMERALS “2” AND “0”

EXHIBIT Q-2



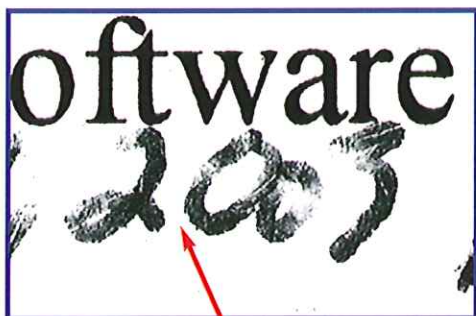
SMALL OPENING BETWEEN  
THE NUMERALS “2” AND “0”

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**“WORK FOR HIRE” CONTRACT**

NUMERALS “2” FROM THE WRITTEN NUMBER “2003”

EXHIBIT Q-3



LARGE OPENING BETWEEN  
THE NUMERALS “2” AND “0”

EXHIBIT Q-4



LARGE OPENING BETWEEN  
THE NUMERALS “2” AND “0”

FIG. 12.

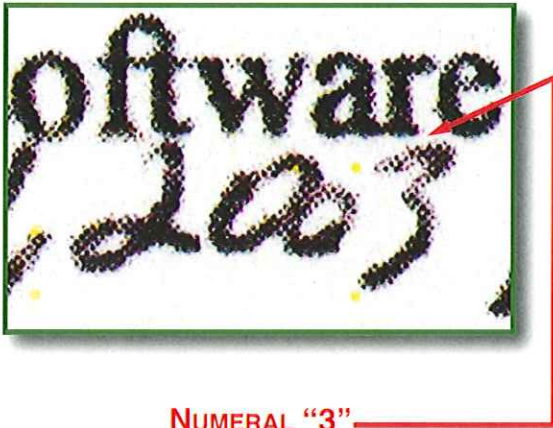
(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)



**"WORK FOR HIRE" CONTRACT**

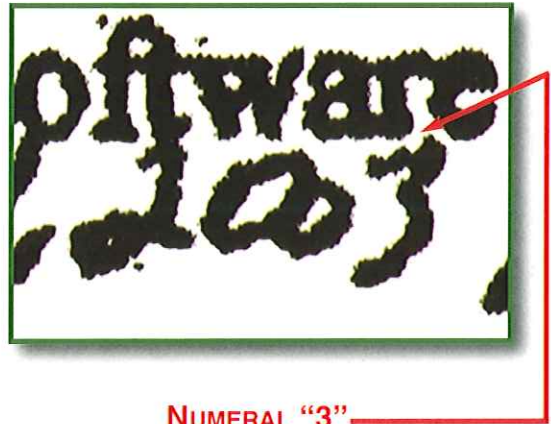
NUMERALS "3" FROM THE WRITTEN NUMBER "2003"

EXHIBIT Q-1



NUMERAL "3"  
DOES NOT  
TOUCH TYPED TEXT

EXHIBIT Q-2

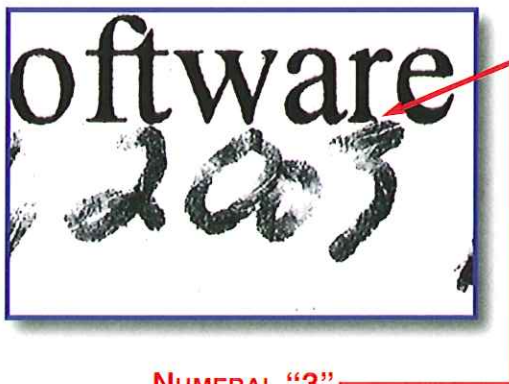


NUMERAL "3"  
DOES NOT  
TOUCH TYPED TEXT

**"WORK FOR HIRE" CONTRACT**

NUMERALS "3" FROM THE WRITTEN NUMBER "2003"

EXHIBIT Q-3



NUMERAL "3"  
TOUCHES TYPED TEXT

EXHIBIT Q-4



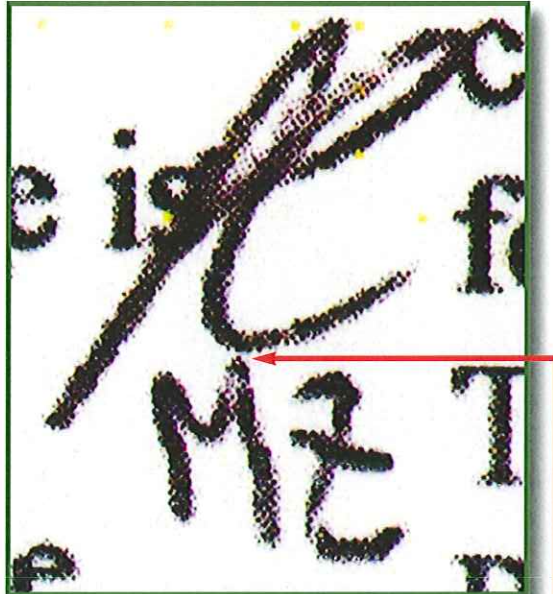
NUMERAL "3"  
TOUCHES TYPED TEXT

FIG. 13.

(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)

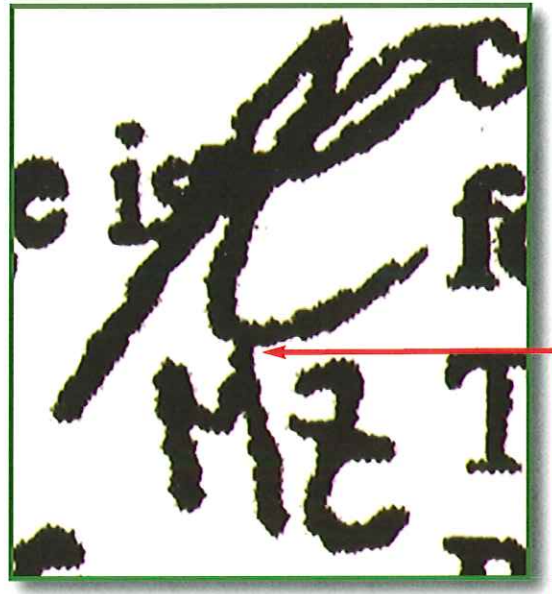
**“WORK FOR HIRE” CONTRACT**  
PLACEMENT OF THE “PC” AND “MZ” INITIALS

EXHIBIT Q-1



NEAR  
OR  
TOUCHING

EXHIBIT Q-2

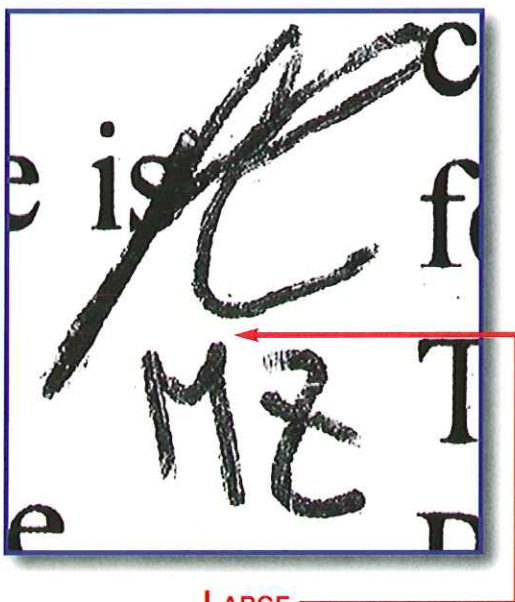


NEAR  
OR  
TOUCHING

---

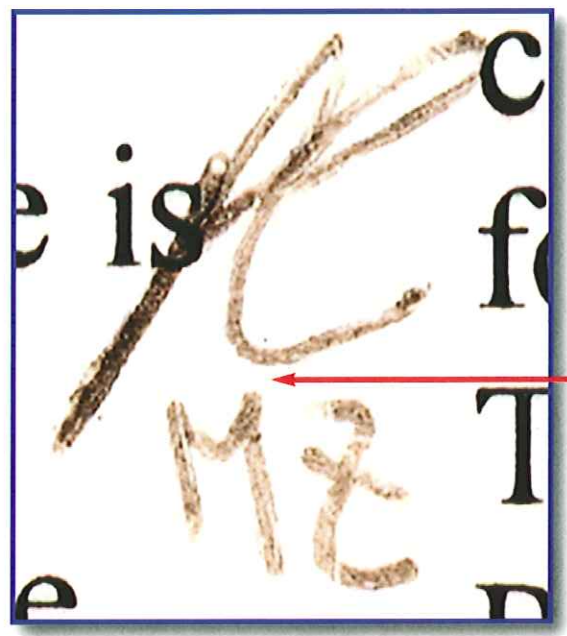
**“WORK FOR HIRE” CONTRACT**  
PLACEMENT OF THE “PC” AND “MZ” INITIALS

EXHIBIT Q-3



LARGE  
SEPARATION

EXHIBIT Q-4



LARGE  
SEPARATION

FIG. 14. (ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)

**D. Beginning/Ending Stroke Dissimilarities**

I observed one beginning/ending stroke dissimilarity between the questioned handwritten interlineations on page 1 of Exhibits Q-1 and Q-2 and Exhibits Q-3 and Q-4.

- 1) I examined the number “24” in the questioned handwritten interlineations and found that the bottom of the numeral “2” has a short ending stroke on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the ending stroke of the numeral “2” is longer. *See* Fig. 15.



**“WORK FOR HIRE” CONTRACT**

**NUMERALS “2” FROM THE WRITTEN NUMBER “24”**

**EXHIBIT Q-1**



**SHORT  
ENDING STROKE**

**EXHIBIT Q-2**



**SHORT  
ENDING STROKE**

---

**“WORK FOR HIRE” CONTRACT**

**NUMERALS “2” FROM THE WRITTEN NUMBER “24”**

**EXHIBIT Q-3**



**LONG  
ENDING STROKE**

**EXHIBIT Q-4**



**LONG  
ENDING STROKE**

**FIG. 15.**

**(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)**

### **E. Height-Relationship Dissimilarities**

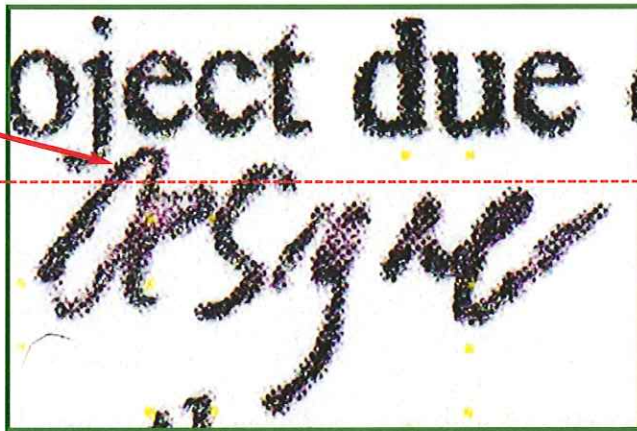
I observed several height-relationship dissimilarities between the questioned handwritten interlineations on page 1 of Exhibits Q-1 and Q-2 and Exhibits Q-3 and Q-4.

- 1) I examined the word “Designer” in the questioned handwritten interlineations and found that the proportion of the letter “D” above the letter “e” is greater on Exhibits Q-1 and Q-2 than the proportion of the letter “D” above the letter “e” on Exhibits Q-3 and Q-4. *See* Fig. 16.
- 2) I examined the word “May” in the questioned handwritten interlineations and found that top of the right side of the letter “M” was significantly higher than the top of the left side of the letter “M” on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the top of the right side of the letter “M” was not higher than the top of the left side of the letter “M.” *See* Fig. 17.
- 3) I examined the word “May” in the questioned handwritten interlineations and found that the top of the stem of the letter “y” is significantly higher than the top of the arm of the letter “y” on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the top of the stem of the letter “y” is only slightly higher than the arm of the letter “y.” *See* Fig. 18.

**"WORK FOR HIRE" CONTRACT**

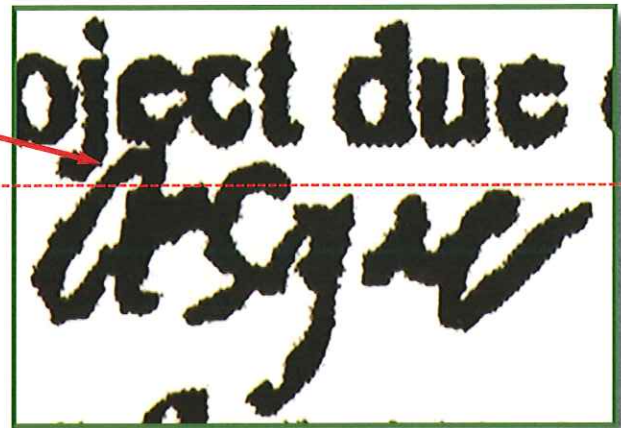
LETTERS "D" AND "E" FROM THE WRITTEN WORD "DESIGNER"

**EXHIBIT Q-1**



THE PROPORTION OF THE  
LETTER "D" ABOVE THE  
FOLLOWING LETTER "E" IS LARGE

**EXHIBIT Q-2**

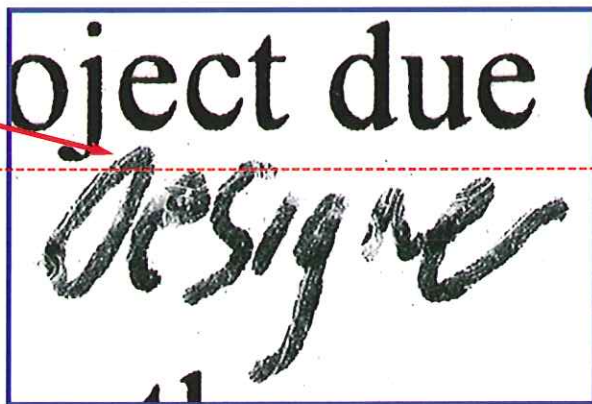


THE PROPORTION OF THE  
LETTER "D" ABOVE THE  
FOLLOWING LETTER "E" IS LARGE

**"WORK FOR HIRE" CONTRACT**

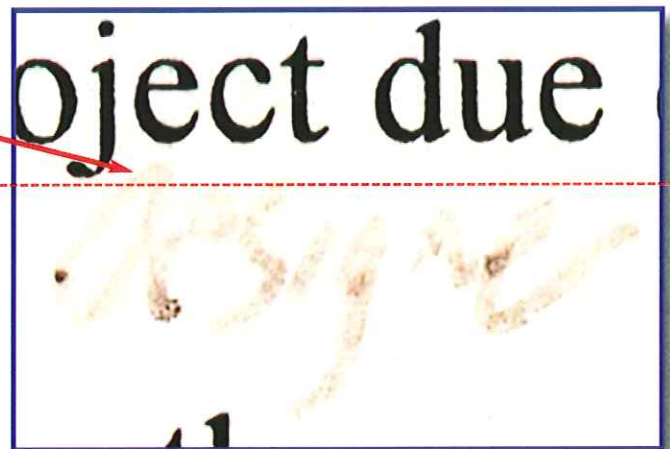
LETTERS "D" AND "E" FROM THE WRITTEN WORD "DESIGNER"

**EXHIBIT Q-3**



THE PROPORTION OF THE  
LETTER "D" ABOVE THE  
FOLLOWING LETTER "E" IS SMALL

**EXHIBIT Q-4**



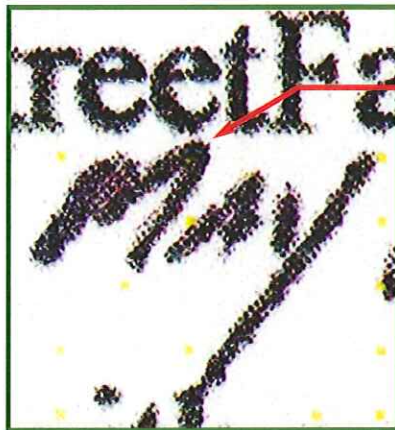
THE PROPORTION OF THE  
LETTER "D" ABOVE THE  
FOLLOWING LETTER "E" IS SMALL

**FIG. 16.**

(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)

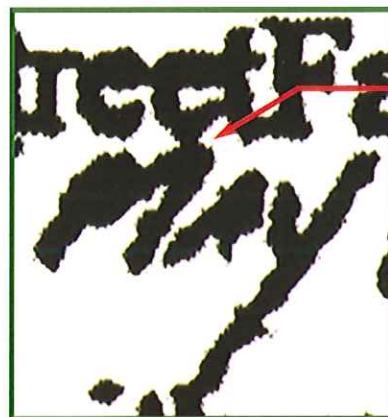
**"WORK FOR HIRE" CONTRACT**  
LETTERS "M" FROM THE WRITTEN WORD "MAY"

EXHIBIT Q-1



RIGHT SIDE IS SIGNIFICANTLY  
HIGHER THAN LEFT SIDE  
OF THE LETTER "M"

EXHIBIT Q-2

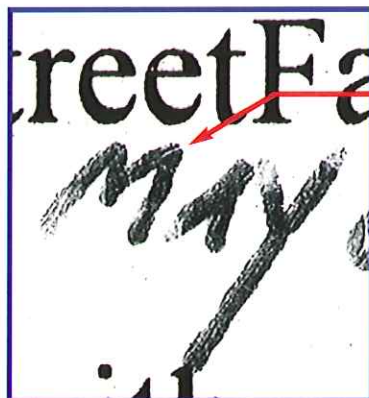


RIGHT SIDE IS SIGNIFICANTLY  
HIGHER THAN LEFT SIDE  
OF THE LETTER "M"

---

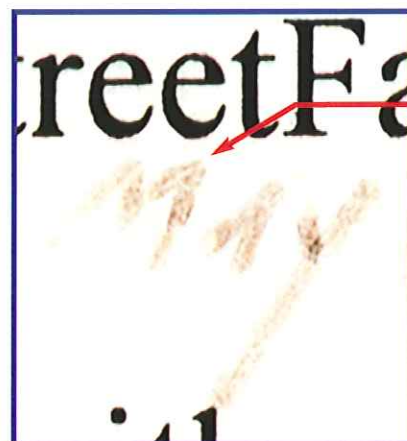
**"WORK FOR HIRE" CONTRACT**  
LETTERS "M" FROM THE WRITTEN WORD "MAY"

EXHIBIT Q-3



RIGHT SIDE IS NOT HIGHER  
THAN LEFT SIDE  
OF THE LETTER "M"

EXHIBIT Q-4



RIGHT SIDE IS NOT HIGHER  
THAN LEFT SIDE  
OF THE LETTER "M"

FIG. 17.

(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)



**“WORK FOR HIRE” CONTRACT**  
LETTERS “Y” FROM THE WRITTEN WORD “MAY”

EXHIBIT Q-1



STEM OF THE  
“Y” IS HIGHER

EXHIBIT Q-2



STEM OF THE  
“Y” IS HIGHER

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**“WORK FOR HIRE” CONTRACT**  
LETTERS “Y” FROM THE WRITTEN WORD “MAY”

EXHIBIT Q-3



STEM OF THE  
“Y” IS NOT AS HIGH

EXHIBIT Q-4



STEM OF THE  
“Y” IS NOT AS HIGH

FIG. 18.

(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)

## **F. Alignment**

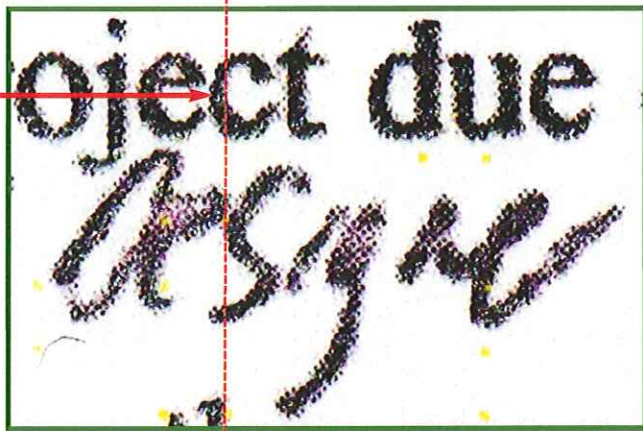
I observed two significant alignment dissimilarities between the questioned handwritten interlineations on page 1 of Exhibits Q-1 and Q-2 and Exhibits Q-3 and Q-4.

- 1) I examined the word “Designer” in the questioned handwritten interlineations and found that the perpendicular alignment of the back of the letter “s” intersects the back of the typed letter “c” above on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the perpendicular alignment of the back of the letter “s” intersects the bowl of the typed letter “c” above. *See* Fig. 19.
- 2) I examined the word “Designer” in the questioned handwritten interlineations and found that the perpendicular alignment of the back of the letter “n” intersects the left side of the bowl of the typed letter “d” above on Exhibits Q-1 and Q-2. However, on Exhibits Q-3 and Q-4, the perpendicular alignment of the back of the letter “n” intersects the center of the bowl of the typed letter “d” above. *See* Fig. 20.

**“WORK FOR HIRE” CONTRACT**

LETTERS “S” FROM THE WRITTEN WORD “DESIGNER”

EXHIBIT Q-1



PERPENDICULAR ALIGNMENT OF  
THE BACK OF THE LETTER “S”  
INTERSECTS THE BACK OF THE  
TYPED LETTER “C” ABOVE

EXHIBIT Q-2

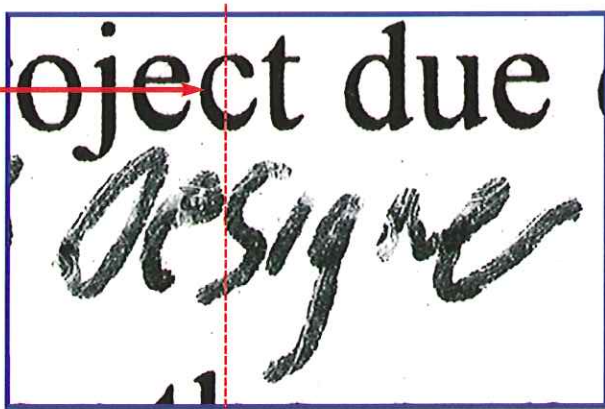


PERPENDICULAR ALIGNMENT OF  
THE BACK OF THE LETTER “S”  
INTERSECTS THE BACK OF THE  
TYPED LETTER “C” ABOVE

**“WORK FOR HIRE” CONTRACT**

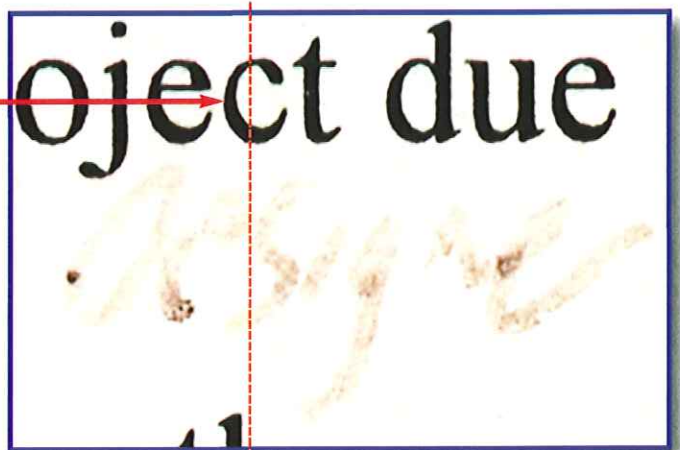
LETTERS “S” FROM THE WRITTEN WORD “DESIGNER”

EXHIBIT Q-3



PERPENDICULAR ALIGNMENT OF  
THE BACK OF THE LETTER “S”  
DOES NOT INTERSECT THE BACK OF  
THE TYPED LETTER “C” ABOVE

EXHIBIT Q-4



PERPENDICULAR ALIGNMENT OF  
THE BACK OF THE LETTER “S”  
DOES NOT INTERSECT THE BACK OF  
THE TYPED LETTER “C” ABOVE

FIG. 19.

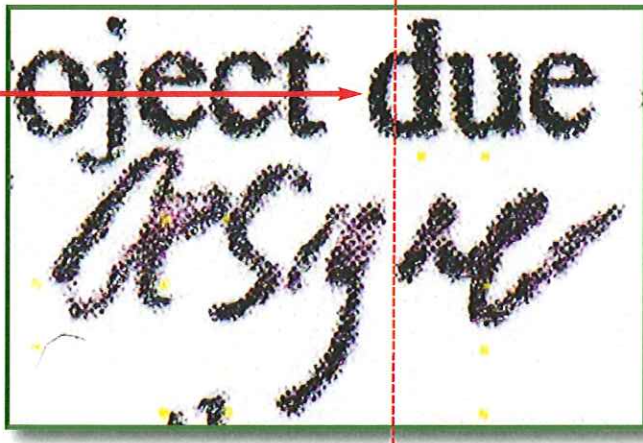
(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)



**"WORK FOR HIRE" CONTRACT**

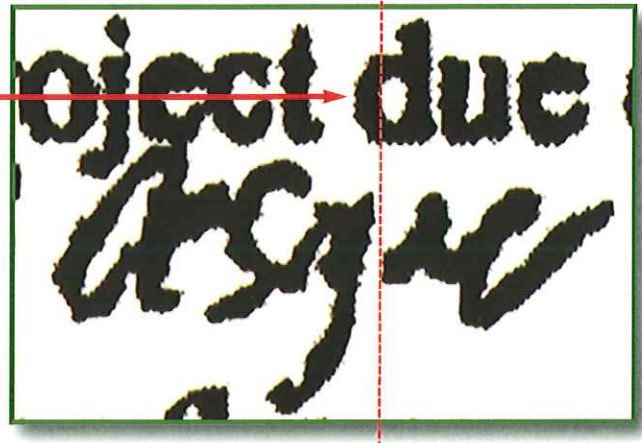
LETTERS "N" FROM THE WRITTEN WORD "DESIGNER"

EXHIBIT Q-1



PERPENDICULAR ALIGNMENT OF  
THE BACK OF THE LETTER "N"  
INTERSECTS THE LEFT SIDE OF THE  
TYPED LETTER "D" ABOVE

EXHIBIT Q-2

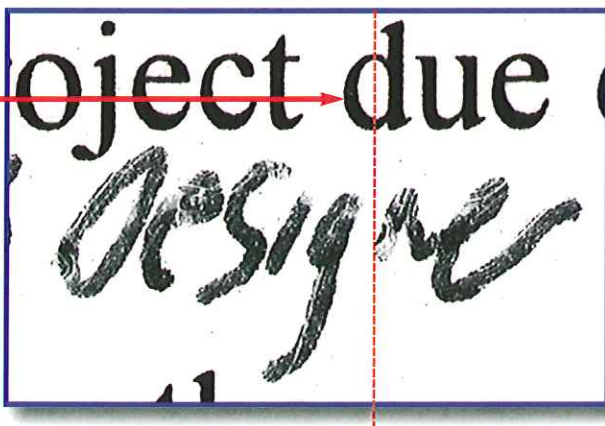


PERPENDICULAR ALIGNMENT OF  
THE BACK OF THE LETTER "N"  
INTERSECTS THE LEFT SIDE OF THE  
TYPED LETTER "D" ABOVE

**"WORK FOR HIRE" CONTRACT**

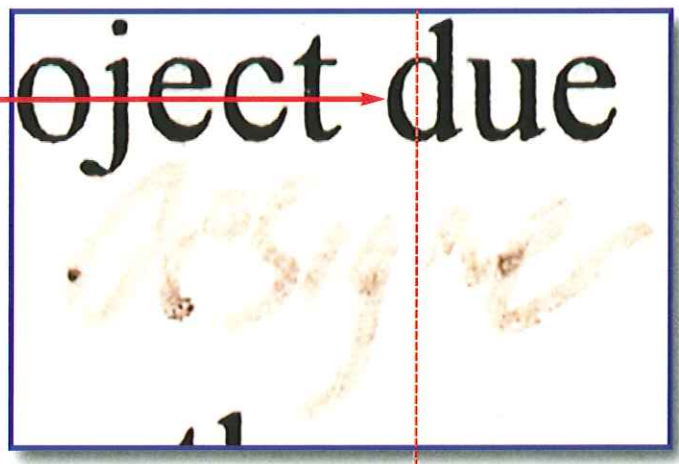
LETTERS "N" FROM THE WRITTEN WORD "DESIGNER"

EXHIBIT Q-3



PERPENDICULAR ALIGNMENT OF  
THE BACK OF THE LETTER "N"  
INTERSECTS THE CENTER OF THE  
TYPED LETTER "D" ABOVE

EXHIBIT Q-4



PERPENDICULAR ALIGNMENT OF  
THE BACK OF THE LETTER "N"  
INTERSECTS THE CENTER OF THE  
TYPED LETTER "D" ABOVE

FIG. 20.

(ISOLATED IMAGES HAVE BEEN ENLARGED FOR ILLUSTRATION PURPOSES)

## VI. CONCLUSION

1. There are at least 20 significant dissimilarities between the handwritten interlineations on the Questioned Documents, all of which Plaintiff Paul Ceglia has proffered as images of the same physical document.
2. Based on my examination of the questioned handwritten interlineations, including but not limited to the 20 significant dissimilarities described above, I conclude to the highest degree of certainty possible, beyond any reasonable doubt, that the Questioned Documents are images of at least two different physical documents.<sup>1</sup>
3. I conclude to the highest degree of certainty possible, beyond any reasonable doubt, that:
  - A. The physical document that was used to create the image sent by Ceglia to his attorney Paul Argentieri on June 27, 2010 (Q-1) is not the same document as that produced to Ceglia's expert Valery Aginsky in January 2011 (Q-3);
  - B. The physical document that was used to create the image sent by Ceglia to his attorney Paul Argentieri on June 27, 2010 (Q-1) is not the same document as that produced to Defendants' expert Peter V. Tytell in July 2011 (Q-4);
  - C. The physical document that was used to create the image attached to Ceglia's Complaint, filed June 30, 2010 (Q-2) is not the same document as that produced to Ceglia's expert Valery Aginsky in January 2011 (Q-3);
  - D. The physical document that was used to create the image attached to Ceglia's Complaint, filed June 30, 2010 (Q-2), is not the same document as that produced to Defendants' expert Peter V. Tytell in July 2011 (Q-4).

Therefore, Ceglia has proffered at least two different physical documents as the Work for Hire document. In particular, Ceglia produced a Work for Hire document to Defendants' experts in July 2011 that was different than the document he attached to his Complaint.

I declare under penalty of perjury that the foregoing is true and correct.



**Gus R. Lesnevich**  
**Forensic Document Examiner**

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<sup>1</sup> Due to the manner in which the questioned documents were created, there are differences in the images that are caused by the method used in creating these documents. Even accounting for these incidental aberrations, I am able to determine that Ceglia has proffered at least two different documents as the same document. This is in large part due to the fact that Exhibits Q-1 and Q-2 contain the same dissimilarities and Exhibits Q-3 and Q-4 contain the same dissimilarities, as noted in Section V above.

# **EXHIBIT A**

Curriculum Vitae  
of  
Gus R. Lesnevich  
*Forensic Document Examiner*

Altoona-Blair County Airport  
310 Airport Drive  
Martinsburg, Pennsylvania 16662  
(814) 793-2377  
(814) 793 -3790 Fax  
WWW.LESNEVICH.COM



## **QUALIFICATIONS OF GUS R. LESNEVICH**

After four years as a CID Agent (Criminal Investigator), I began my training in the field of Questioned Document Examination at the United States Military Crime Laboratory, Fort Gordon, Georgia. Upon completion of my training (1968 to 1970), I was certified by the Department of Defense, U.S. Army, as Examiner of Questioned Documents. During my military service, I served as Examiner, both in the United States, and as Chief, Questioned Document Section, U.S. Military Crime Laboratory (Provisional) South Vietnam.

Upon leaving military service, I entered private practice in Atlanta, Georgia. During this time, I worked as a Handwriting Expert for some of the leading law firms in the South, as well as handling civil disputes for private corporations and individual claimants and plaintiffs.

In 1974, I was recruited by the United States Secret Service. In 1976, I was promoted to Senior Document Examiner, at the Secret Service Identification Branch, a division of Special Investigations. During my tenure with the Secret Service, I was responsible for the training of junior examiners, and assuming individual responsibility for the examination of U.S. Treasury Checks, Saving Bonds, Banking Documents, etc., as well as the examination of threatening correspondence directed at the President of the United States, and other persons under the protection of the Secret Service.

In August of 1981, I left the United States Secret Service and re-entered private practice. Although I continue to work for the U.S. Attorneys, Federal, and State Law Enforcement Agencies, Legal Aid and Public Defenders, the predominance of my work is in the private sector.

I have qualified and testified as an Expert Witness in all Courts of the United States Armed Forces, State Courts along the East Coast of the United States and Federal Courts throughout the United States.

**NOTE: For additional information please visit  
2004 U.S. App.Lexis 12432  
[www.ca3.uscourts.gov/opinarch/033915p.pdf](http://www.ca3.uscourts.gov/opinarch/033915p.pdf)**

**CURRICULUM VITAE  
GUS R. LESNEVICH**

**June 1962 to March 1965**

**Military Policeman, United States Army, Korea and Brooklyn, New York**

**April 1965 to March 1968**

**United States Army Certified Criminal Investigator, (CID Agent), Nuremberg, Bavaria, Germany**

**April 1968 to June 1970**

**Resident Trainee (full-time student) in the field of Questioned Documents - United States Army Criminal Investigation Laboratory, Fort Gordon, Georgia**

**July 1970 to April 1972**

**Examiner of Questioned Documents - United States Army Criminal Investigation Laboratory, Fort Gordon, Georgia, and United States Army Criminal Investigation Laboratory, (Provisional) South Vietnam**

**May 1972 to August 1974**

**Private practice, Examiner of Questioned Documents - Atlanta, Georgia**

**August 1974 to July 1981**

**Examiner of Questioned Documents, Senior Examiner of Questioned Document - Identification Laboratory, United States Secret Service, Washington, District of Columbia**

**August 1981 to August 2005**

**Private practice, Forensic Document Examiner - outside of Philadelphia, Pennsylvania**

**September 2005**

**Relocated to south central Pennsylvania, accepting cases on a limited basis.**

**ADDENDUM TO  
CURRICULUM VITAE  
GUS R. LESNEVICH**

**July 1970 to April 1972**

**Instructor, Questioned Documents - United States Army Criminal Investigation School, Fort Gordon, Georgia**

**August 1970 to March 1971**

**Specialized Training in Printing, Forgery and Counterfeiting - United States Mint, Treasury Department, Washington, District of Columbia and United States Military Printing Facilities, Japan**

**August 1974 to July 1981**

**Instructor, Questioned Documents Course - United States Secret Service, Washington, District of Columbia**

**April 1977 to July 1981**

**Training of Examiners undergoing Resident Training in the Field of Forensic Document Examination - United States Secret Service Identification Laboratory, Washington, District of Columbia**

**July 1981 to Present**

**Since entering private practice, I have continued training individuals undergoing Resident Training in the field of Forensic Document Examination.**

**Certifications:**

**Department of Defense, U.S. Army (1970)**

**American Board of Forensic Document Examiners (1980)**

- Re-certified for 5-year periods (1985, 1990, 1995 and 2000)**
- Relinquished certification in August, 2005.  
(September, 2005 - limited practice)**

**GUS R. LESNEVICH HAS BEEN RETAINED  
AS A GOVERNMENT EXPERT  
IN THE FOLLOWING CASES**

<b>People vs. Edward Leary (N.Y.C. Subway Firebombing)</b>	<b>U.S. vs. Mokhtar Haouari and Abdelghani Meskini (Y2K Millennium Bomb Plot of LAX)</b>
<b>People vs. Abraham Hirschfeld</b>	
<b>People vs. Chuck Jones (Marla Maples' Publicist) 1994 and 1999</b>	<b><i>Kenneth Starr, Independent Counsel Vincent Foster Suicide</i></b>
<b>U.S. vs. Eddie Antar (Crazy Eddy)</b>	<b><i>Lawrence E. Walsh, Independent Counsel Iran-Contra Affair</i></b>
<b>U.S. vs. Don King (1985, 1995 and 1998)</b>	<b>U.S. vs. Thomas Clines U.S. vs. Albert Hakim U.S. vs. Lt. Col. Oliver North U.S. vs. Admiral John Poindexter U.S. vs. General Richard Secord U.S. vs. Caspar Weinberger</b>
<b>U.S. vs. Giovanni Gambino</b>	
<b>U.S. vs. Leona Helmsley</b>	
<b>U.S. vs. Autumn Jackson (Bill Cosby)</b>	<b><i>Insider Trading</i> U.S. vs. Ivan Boesky U.S. vs. GAF Corporation U.S. vs. Boyd L. Jefferies U.S. vs. Dennis B. Levine U.S. vs. Michael Milken</b>
<b>U.S. vs. Imelda Marcos</b>	
<b>U.S. vs. Bess Myerson</b>	
<b>U.S. vs. Darryl Strawberry</b>	
<b>U.S. vs. Lawrence Cusack (President Kennedy Papers)</b>	<b><i>Federal Prosecution Medellin, Cali and Bogota Cartels</i></b>
<b>U.S. vs. Rutland (see attached 3<sup>rd</sup> Circuit Court Opinion)</b>	<b>U.S. vs. Wesley Snipes</b>
<b>U.S. vs. Osama Bin Laden (U.S. Embassy Bombing in Africa)</b>	<b>People vs. Anthony D. Marshall and Francis X. Morrissey, Jr. (Brooke Astor)</b>



# **EXHIBIT B**

372 F.3d 543; 2004 U.S. App. LEXIS 12432, \*

LEXSEE 2004 U.S. APP. LEXIS 12432

UNITED STATES OF AMERICA v. CHRIS RUTLAND; Christopher H. Rutland,  
Appellant

No. 03-3915

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

372 F.3d 543; 2004 U.S. App. LEXIS 12432

March 29, 2004, Argued

June 23, 2004, Filed

**PRIOR HISTORY:** [\*1] On Appeal from the United States District Court for the District of New Jersey. (D.C. No. 02-cr-00494-01). District Judge: Honorable Dickinson R. Debevoise.

**DISPOSITION:** Affirmed.

**LexisNexis(R) Headnotes**

**COUNSEL:** Kenneth W. Kayser (Argued), Livingston, NJ, Attorney for Appellant.

George S. Leone, Office of United States Attorney, Newark, NJ. Glenn J. Moramarco (Argued), Office of United States Attorney, Camden, NJ, Attorneys for Appellee.

**JUDGES:** Before: ALITO, FISHER and ALDISERT, Circuit Judges.

**OPINION BY:** FISHER

**OPINION:**

**OPINION OF THE COURT**

FISHER, Circuit Judge.

Defendant Christopher H. Rutland appeals from his judgment of sentence, arguing that it was unfairly prejudicial to allow the government's exceptionally-qualified handwriting expert to testify to the ultimate issue of authorship of key documents. The Advisory Committee Note to *Rule 403 of the Federal Rules of Evidence* states, unfair prejudice "means an undue tendency to suggest decision on an improper basis, commonly, though not necessarily, an emotional one." It is not unfairly prejudicial to allow an expert to testify to

the ultimate issue. Jurors may properly take an expert's impressive experience and credentials into account when [\*2] determining the weight of the expert's testimony. Therefore, we will affirm the decision of the district court.

**I. Background**

Rutland was a financial advisor with Citicorp Financial Services when he met Helen Constans, an elderly widow, in 1990. Constans trusted Rutland to invest her money, and Rutland had access to Constans' financial information, including the numbers and locations of her bank accounts as well as her social security number. Rutland later prepared Constans' tax returns.

Constans was eventually hospitalized, and later placed in a long-term care facility in September of 1995. Her niece, Dorothy McCosh, attempted to locate and sort Constans' financial documents. McCosh found an annuity statement that listed Barbara Grams as the annuitant. McCosh did not know anyone by the name of Grams. Because McCosh knew that Rutland had been Constans' financial advisor, McCosh twice contacted Rutland. Although Rutland and Grams had been dating since 1987, Rutland claimed each time that he did not know Grams, and that the annuity statement that listed Grams as the annuitant must have been a clerical error.

Rutland and Grams defrauded Constans of more than \$ 637,000. They bought [\*3] luxury automobiles, built a home in Arizona, and took vacations in Europe, Las Vegas, Florida, and the Caribbean with Constans' money. They perpetrated the fraud by forging Constans' signature on multiple financial forms, including: change of address forms changing Constans' address to Rutland's or Grams' address; change of ownership forms transferring ownership of Constans' financial accounts to Rutland or Grams; documents to open accounts naming

372 F.3d 543; 2004 U.S. App. LEXIS 12432, \*

Grams as a joint owner with Constans; and forging checks drawn on Constans' account made payable to Rutland or Grams.

Rutland and Grams were each charged with one count of conspiring to obtain money and property through a fraudulent scheme, in violation of 18 U.S.C. § 371.

The district court held a *Daubert* n1 hearing to determine the qualifications of both the government's handwriting expert and the defendants' expert, a critic of the field of handwriting analysis. The district court found that both experts were sufficiently qualified to testify at trial as expert witnesses.

n1 *Daubert v. Merrell Dow Pharmaceuticals, Inc.*, 509 U.S. 579, 125 L. Ed. 2d 469, 113 S. Ct. 2786 (1993).

[\*4]

Prior to trial, Rutland filed a motion *in limine* to prevent the government's handwriting expert from opining regarding the authenticity of Constans' signature on the documents completed by Rutland and Grams. The district court denied the motion.

At trial, the government's handwriting expert testified regarding his extensive qualifications and impressive past experience. n2 Then, he explained background information and techniques used in handwriting analysis to provide the jury with tools to reach their own conclusions about the authenticity of the contested signatures. Ultimately, the expert applied his knowledge and opined that the signatures were forgeries.

n2 The government's handwriting expert, Gus Lesnevich, testified that he had been employed as a forensic document examiner, or a handwriting expert, for approximately 34 years. He began working in this field while serving in the United States Army, and worked under the direct supervision of senior document examiners. He completed a two-year Department of Defense program, and was certified as an examiner of questioned documents.

After leaving the Army and briefly working in private practice, Lesnevich was recruited by the Secret Service. He became the senior document examiner for the Secret Service. He eventually left the Secret Service, and has been employed in the private sector since 1981. He had testified as an expert for approximately 32 years in approximately 500 criminal and civil cases.

Lesnevich is a member of several

professional associations and is certified by the Department of Defense and the American Board of Forensic Document Examiners. Lesnevich has analyzed documents for the governments of the United States, South Korea, South Vietnam, Australia, New Zealand, Great Britain, and France. During Rutland's trial, Lesnevich testified about some of the prominent parties involved in cases he worked on as a handwriting expert: the Iran-Contra Affair, Oliver North, Richard Secord, Caspar Weinberger, Michael Milken, Leona Helmsley, Imelda Marcos, the office of Kenneth Starr, and organized crime cases.

Lesnevich has testified in both civil and criminal cases, for prosecutors as well as defense attorneys.

[\*5]

The defense expert attacked the general reliability of handwriting analysis.

The jury convicted Rutland and Grams. The district court sentenced Rutland to 51 months imprisonment and ordered him to make restitution of \$ 553, 867. This timely appeal followed.

## II. Discussion

The issue before this court is narrow--whether expert opinion testimony should reach the ultimate issue when the expert has exceptionally impressive credentials. Rutland argues that in light of the expert's credentials and experience in high-profile cases, "the probative value of his opinion on authorship was substantially outweighed by the danger that the jury would accept his opinion based on his extraordinary experience rather than on his underlying analysis..." Rutland contends that when the district court permitted the expert to opine that the contested signatures were not signed by Constans, the probative value of the testimony was substantially outweighed by prejudice to the defendant.

The district court had subject matter jurisdiction pursuant to 18 U.S.C. § 3231. We have jurisdiction of this timely appeal pursuant to 28 U.S.C. § 1291. Our applicable standard [\*6] of review for evidentiary rulings is abuse of discretion. *Kumho Tire Co. v. Carmichael*, 526 U.S. 137, 152-53, 143 L. Ed. 2d 238, 119 S. Ct. 1167 (1999); *United States v. Velasquez*, 33 F.I. 265, 64 F.3d 844, 847-48 (3d Cir. 1995).

A witness may testify as an expert if (1) the proffered witness is actually an expert; (2) the expert testifies to scientific, technical, or specialized knowledge; and (3) the expert's testimony assists the trier of fact. *Fed. R. Evid. 702*; *Velasquez*, 64 F.3d at 849. Additionally, testimony "in the form of an opinion or inference otherwise admissible is not objectionable

372 F.3d 543; 2004 U.S. App. LEXIS 12432, \*

because it embraces an ultimate issue to be decided by the trier of fact." *Fed. R. Evid. 704(a)*. In *Velasquez*, we determined that handwriting analysis qualifies as scientific, technical, or specialized knowledge. *Velasquez*, 64 F.3d at 850-51. A handwriting expert may testify to the ultimate issue in a case. *Fed. R. Evid. 704(a)*.

*Daubert* states that many factors must be considered when admitting expert testimony:

[A] judge [\*7] assessing a proffer of expert scientific testimony under *Rule 702* should also be mindful of other applicable rules. ... *Rule 403* permits the exclusion of relevant evidence "if its probative value is substantially outweighed by the danger of unfair prejudice, confusion of the issues, or misleading the jury..." "Expert evidence can be both powerful and quite misleading because of the difficulty in evaluating it. Because of this risk, the judge in weighing possible prejudice against probative force under *Rule 403* of the present rules exercises more control over experts than over lay witnesses."

*Daubert*, 509 U.S. at 595 (citations omitted).

The probative value of expert testimony substantially outweighing the danger of unfair prejudice, confusion of issues, or misleading the jury has been discussed in the context of the substance of testimony. See generally, *In re Paoli R.R. Yard PCB Litigation*, 113 F.3d 444 (3d Cir. 1997); *Soldo v. Sandoz Pharmaceuticals Corp.*, 244 F. Supp. 2d 434 (W.D. Pa. 2003); *United States v. Nguyen*, 793 F. Supp. 497 (D.N.J. 1992). The probative value of expert testimony substantially [\*8] outweighing the danger of unfair prejudice has not been addressed in the context of the qualifications and credentials of the expert, and *Rule 403* has not been applied to limit an expert's testimony based solely upon the expert's highly impressive credentials.

Rutland suggests that juries accept expert opinions based upon the strength of the experts' experience rather than on the quality of analysis. He contends that the probative value of the exceptionally well-qualified expert's testimony is outweighed by unfair prejudice caused solely by his stellar qualifications. We reject Rutland's novel argument.

The term unfair prejudice "means an undue tendency to suggest decision on an improper basis, commonly, though not necessarily, an emotional one." *United States v. Cross*, 308 F.3d 308, 324 n.23 (3d Cir. 2002), quoting Advisory Committee Note to *Rule 403*. An expert's experience and credentials are properly taken into account by jurors when determining how much weight to give the expert's testimony. *Holbrook v. Lykes Bros. S.S. Co., Inc.*, 80 F.3d 777, 782 (3d Cir. 1996). The past experience of expert witnesses properly influences the weight the testimony [\*9] should receive. *Velasquez*, 64 F.3d at 848.

Rutland's suggestion of limiting an expert from testifying to the ultimate issue if the expert has stellar qualifications leads to an absurd result. Parties would be forced to determine if their proposed experts were overly qualified, and find less qualified experts. Expert opinions, valuable to the trier of fact because they are the opinions of highly skilled and qualified experts, would be provided by less qualified experts.

This Court will not limit an expert's testimony based merely upon the expert's qualifications.

### III. Conclusion

Unfair prejudice suggests a decision on an improper basis. It is not improper for jurors to consider an expert's experience and credentials when determining the weight of the expert's testimony.

Accordingly, the judgment of the district court will be AFFIRMED.



# EXHIBIT C

~EXHIBIT Q-1~

**IMAGE OF THE "WORK FOR HIRE" DOCUMENT  
IN TIF FILE FORMAT SENT BY CEGLIA  
TO HIS ATTORNEY PAUL ARGENTIERI ON JUNE 27, 2010**

**"WORK FOR HIRE" CONTRACT**

**SECTION 1- GENERAL PROVISIONS**

**1. Definitions**

The following terms have the meaning specified when used herein:

PURCHASER - Paul Ceglia  
CONTRACTOR/SELLER - Mark Zuckerberg, his agents, employees, suppliers, or sub-contractors, furnishing materials, equipment, or services.

CUSTOMER - StreetFax LLC, the entity contracting for construction or other services from the Purchaser or which the goods and/or services provided hereunder are for incorporation into the work or are required to facilitate completion of Purchaser's contract with such entity.

PRIME CONTRACT - This contract between Purchaser and Seller.

**2. Entire Agreement**

The contract between the Purchaser and Seller as a Purchase agreement and "work made for hire" reflects two separate business ventures, the first being for the work to be performed directly for the StreetFax Database and the Programming language to be provided by Seller.

Second it is for the continued development of the software, program and for the purchase and design of a suitable website for the project Seller has already initiated that is designed to offer the students of Harvard university access to a website similar to a live functioning yearbook with the working title of "The Face Book"

It is agreed that Purchaser will own a half interest (50%) in the software, programming language and business interests derived from the expansion of that service to a larger audience.

**3. Payment Terms**

No insurance or premium charges or price increases will be allowed unless authorized by Purchaser in writing. No increase in price from that stated on the face hereof will be considered throughout the duration of the order.

The Agreed upon Cost that the Seller and the Buyer have agreed upon are as follows: Buyer agrees to pay the seller the Sum of \$1000 a piece for the work to be performed for StreetFax and \$1,000 for the work to be performed for "The Page Book".

Late fees are agreed to be a 5% deduction for the seller if the project is not completed by the due date and an additional 1% deduction for each day the project is delayed beyond that point.

The agreed upon project due date for the StreetFax software is May 31, 2003. *Providing web designer is finished by May 31, 2003*

The agreed upon completion for the expanded project with working title "The Face Book" shall be January 1 2004 and an additional 1% interest in the business will be due the buyer for each day the website is delayed from that date.

Additional funds may be provided for either project on an as needed basis at the sole discretion of the Buyer.

**4. Changes**

a) BY PURCHASER - Purchaser agrees that no further revision shall be implemented until or unless approved by the seller. Those revisions

shall be transmitted for written approval to seller.

b) BY SELLER - The Seller agrees that no further revision shall be implemented until or unless approved by Buyer. Those revisions shall be transmitted for written approval to the Street Fax Purchasing Department

**5. Purchaser's Property/Seller's Responsibility**

For the StreetFax database Buyer agree to pay for and maintain the cost of upkeep for the servers needed for it's operation.

For "The Face Book" Seller agrees to maintain and act as the sites webmaster and to pay for all domain and hosting expenses from the funds received under this contract, and Seller agrees that he will maintain control of these services at all times.

Data, drawings, tooling, patterns, materials, specifications, and any other items or information supplied to Seller under this order are the property of the Purchaser and must be returned upon completion of this order. Such items or information are to be used solely in the performance of the work by the seller and shall not be used or disclosed for any other purpose whatsoever without Purchaser's prior express written consent.

**6. Settlement of Controversies**

In the event that this purchase order is for materials or equipment which is excluded from this Prime Contract, and in the case of disputes between the Purchaser and the Customer or between the Purchaser and the Seller regarding materials or equipment to be furnished by the Seller, the Seller agrees to be bound to the same extent that the Purchaser is bound by the terms of the Prime Contract, and by any and all decisions and determinations made thereunder, provided that the Seller shall have the right to participate in the settlement of any dispute to the extent that the Seller will be affected thereby.

No interest shall accrue on any payment(s) otherwise due the Seller, which is withheld or delayed as a result of any such dispute, except to the extent that the Purchaser is ultimately paid interest on monies due the Seller. The Seller shall not be held liable if the Seller follows instructions of the Purchase and it is later determined that the Purchaser's instructions were not in compliance with the terms and specifications of the Prime Contract. Pending final disposition of a dispute hereunder, the Seller shall carry on the work unless otherwise agreed in writing by the purchaser.

In all instances the final authority should rest with the final Specifications.

**7. Patent Indemnity**

Purchaser hold seller harmless for an infringement sellers work may constitute on patents held by and third party that result from the direct request for the work made by purchaser in this "work made for hire" agreement.

The Seller hereby agrees to be responsible for all claims against the Purchaser of the Customer for alleged infringement of patents by reason of the Purchaser's or Customer's possession, use, or sale of any materials or equipment furnished hereunder by the Seller or by reason of the performance of any work hereunder by the Seller. The Seller agrees to defend at it's sole expense all suits against the Purchaser and/or the Customer and to save and hold harmless the Purchaser and the Customer from and against all costs, expensed, judgements, and damages of any kind which the Purchaser or the Customer may be obliged to pay or incur by reason of any such alleged or actual infringement of a patent or patents. The Purchaser and the Customer agree to render whatever assistance it reasonably can in the way of information and access to records for the defense of any such suit. This indemnity shall not extend to alleged or actual infringements resulting from the Seller's compliance with the Purchaser's or Customer's design, instructions, processes, or formulas provided, however, that the Seller agrees to be responsible if it is reasonable to assume the Seller should have been aware of a possible alleged or actual infringement resulting from the Purchaser's or Customer's design, instructions, processes, or formulas and fails to notify the Purchasers of such possibility.

each day the project is delayed beyond that point.

e agreed upon project due date for the StreetFax software is

*Providing web designer is finished by May 27, 2003*  
on completion for the expanded project with working title



~EXHIBIT Q-2~

**IMAGE OF THE "WORK FOR HIRE" DOCUMENT  
ATTACHED TO CEGLIA'S COMPLAINT,  
FILED JUNE 30, 2010**

Case 1:10-cv-00569-RJA Document 1-4 Filed 07/09/10 Page 9 of 14

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PAUL ARGENTIERI

PAGE 15

**"WORK FOR HIRE" CONTRACT**

**SECTION 1- GENERAL PROVISIONS**

**1. Definitions**

The following terms have the meaning specified when used herein:

**PURCHASER** - Paul Ceglia

**CONTRACTOR/SELLER** - Mark Zuckenberg, his agents, employees, suppliers, or sub-contractors, furnishing whatever equipment, or services.

**CUSTOMER** - StreetFax LLC, the entity contracting for construction or other services from the Purchaser or which the goods and/or services provided hereunder are for incorporation into the work or are required to facilitate completion of Purchaser's contract with such entity.

**PRIME CONTRACT** - This contract between Purchaser and Seller.

**2. Boiler Agreement**

The contract between the Purchaser and Seller as a Purchase agreement and "work made for hire" reflects two separate business ventures, the first being for the work to be performed directly for the StreetFax Database and the Programming language to be provided by Seller. Second it is for the continued development of the software, program and for the purchase and design of a suitable website for the project Seller has already initiated that is designed to offer the students of Harvard university access to a website similar to a live functioning yearbook with the working title of "The Face Book".

It is agreed that Purchaser will own a half interest (50%) in the software, programming language and business ventures derived from the expansion of that service to a larger audience.

**3. Payment Terms**

No insurance or premium charges or price increases will be allowed unless authorized by Purchaser in writing. No increase in price from that stated on this contract will be considered throughout the duration of the order.

The Agreed upon Cost that the Seller and the Buyer have agreed upon as in following Buyer agrees to pay the seller the Sum of \$1000 a piece for the work to be performed for StreetFax and \$1,000 for the work to be performed for "The Face Book".

Late fees are agreed to be a 3% deduction for the seller if the project is not completed by the due date and an additional 1% deduction for each day the project is delayed beyond that point.

The agreed upon project due date for the StreetFax project is MAY 21, 2003. *Providing web design is finished by May 21, 2003*

The agreed upon completion for the expanded project with working title "The Face Book" shall be January 1, 2004 and an additional 1% interest in the business will be due the buyer for each day the website is delayed from that date.

Additional funds may be provided for either project on an as needed basis at the sole discretion of the Buyer.

**4. Changes**

a) BY PURCHASER - Purchaser agrees that no further revision shall be implemented without written approval by the seller. These

revisions shall be transmitted for written approval to seller.

b) BY SELLER - The Seller agrees that no further revision shall be implemented until or unless approved by Buyer. These revisions shall be transmitted for written approval to the Street Fax Purchasing Department.

**5. Purchaser's Property/Seller's Responsibility**

For the StreetFax database Buyer agrees to pay for and maintain the cost of upkeep for the servers needed for its operation.

For "The Face Book" Seller agrees to maintain and act as the webmaster as to pay for all domain and hosting expenses from the funds received under this contract, and Seller agrees that he will maintain control of these services at all times.

Data, drawings, tooling, patterns, materials, specifications, and any other items or information supplied to Seller under this order are the property of the Purchaser and must be returned upon completion of this order. Such items or information are to be used solely in the performance of the work by the seller and shall not be used or disclosed for any other purpose whatsoever without Purchaser's prior express written consent.

**6. Settlement of Controversies**

In the event that this purchase order is for materials or equipment which is excluded from this Prime Contract, and in the case of disputes between the Purchaser and the Customer or between the Purchaser and the Seller regarding materials or equipment to be furnished by the Seller, the Seller agrees to be bound to the rules and regulations that the Purchaser is bound by the terms of the Prime Contract, and by any additional decisions and determinations made thereunder, provided that the Seller shall have the right to participate in the settlement of any dispute to the extent that the Seller will be affected thereby.

No interest shall accrue on any payment(s) otherwise due the Seller, which is withheld or delayed as a result of any such dispute, except to the extent that the Purchaser is ultimately paid interest on account due the Seller. The Seller shall not be held liable if the Seller follows instructions of the Purchaser and it is later determined that the Purchaser's instructions were not in compliance with the terms and specifications of the Prime Contract. Pending final disposition of a dispute hereunder, the Seller shall carry on the work unless otherwise agreed in writing by the purchaser.

In all instances the final authority shall rest with the final Specifications

**7. Patent Infringement**

Purchaser holds seller harmless for an infringement, seller's work may constitute on patent held by and third party that result from the direct request for the work made by purchase in the "work made for hire" agreement. The Seller hereby agrees to be responsible for all claims against the Purchaser or the Customer for alleged infringement of patents by reason of the Purchaser's or Customer's possession, use, or sale of any materials or equipment furnished hereunder by the Seller or by reason of the performance of any work hereunder by the Seller. The Seller agrees to defend as its sole expense all suits against the Purchaser and/or the Customer and to save and hold harmless the Purchaser and the Customer from and against all costs, expenses, judgments, and damages of any kind which the Purchaser or the Customer may be obliged to pay or incur by reason of any such alleged or actual infringement of a patent or patents. The Purchaser and the Customer agree to render whatever assistance it reasonably can in the way of information and access to records for the defense of any such suit. This indemnity shall not extend to alleged or actual infringements resulting from the Seller's compliance with the Purchaser's or Customer's design instructions, processes, or formulas provided, however, that the Seller agrees to be responsible if it is reasonable to assume the Seller should have been aware of a possible alleged or actual infringement resulting from the Purchaser's or Customer's design, instructions, processes, or formulas and fails to notify the Purchaser of such possibility.

each day the project is delayed beyond that point.  
e agreed upon project due date for the StreetFax software is  
*Providing web design is finished by May 21, 2003*  
on completion for the expanded project with working title



~EXHIBIT Q-3~

**IMAGE OF THE "WORK FOR HIRE" DOCUMENT  
TAKEN BY PLAINTIFF'S EXPERT VALERY AGINSKY DURING HIS  
JANUARY 13, 2011 EXAMINATION OF THE "WORK FOR HIRE" DOCUMENT**

**"WORK FOR HIRE" CONTRACT**

**SECTION 1- GENERAL PROVISIONS**

**1. Definitions**

The following terms have the meaning specified when used herein:

PURCHASER - Paul Ceglia

CONTRACTOR/SELLER - Mark Zuckerberg, his agents, employees, suppliers, or sub-contractors, furnishing materials equipment, or services.

CUSTOMER - StreetFax LLC the entity contracting for construction or other services from the Purchaser or which the goods and/or services provided hereunder are for incorporation into the work or are required to facilitate completion of Purchaser's contract with such entity.

PRIME CONTRACT - This contract between Purchaser and Seller.

**2. Entire Agreement**

The contract between the Purchaser and Seller as a Purchase agreement and "work made for hire" reflects two separate business ventures, the first being for the work to be performed directly for the StreetFax Database and the Programming language to be provided by Seller. Second it is for the continued development of the software, program and for the purchase and design of a suitable website for the project Seller has already initiated that is designed to offer the students of Harvard university access to a website similar to a live functioning yearbook with the working title of "The Face Book".

It is agreed that Purchaser will own a half interest (50%) in the software, programming language and business interests derived from the expansion of that service to a larger audience.

**3. Payment Terms**

No insurance or premium charges or price increases will be allowed unless authorized by Purchaser in writing. No increase in price from that stated on the face hereof will be considered throughout the duration of the order.

The Agreed upon Cost that the Seller and the Buyer have agreed upon are as follows: Buyer agrees to pay the seller the Sum of \$1000 a piece for the work to be performed for Streetfax and \$1,000 for the work to be performed for "The Page Book".

Late fees are agreed to be a 5% deduction for the seller if the project is not completed by the due date and an additional 1% deduction for each day the project is delayed beyond that point.

The agreed upon project due date for the StreetFax software is May 31, 2003. *Providing web design is finished by May 28, 2003*

The agreed upon completion for the expanded project with working title "The Face Book" shall be January 1 2004 and an additional 1% interest in the business will be due the buyer for each day the website is delayed from that date.

Additional funds may be provided for either project on an as needed basis at the sole discretion of the Buyer.

**4. Changes**

a) BY PURCHASER - Purchaser agrees that no further revision shall be implemented until or unless approved by the seller. Those revisions shall be transmitted for written approval to seller.

b) BY SELLER - The Seller agrees that no further revision shall be implemented until or unless approved by Buyer. Those revisions shall be transmitted for written approval to the Street Fax Purchasing Department.

**5. Purchaser's Property/Seller's Responsibility**

For the StreetFax database Buyer agree to pay for and maintain the cost of upkeep for the servers needed for it's operation.

For "The Face Book" Seller agrees to maintain and act as the sites webmaster and to pay for all domain and hosting expenses from the funds received under this contract, and Seller agrees that he will maintain control of these services at all times.

Data, drawings, tooling, patterns, materials, specifications, and any other items or information supplied to Seller under this order are the property of the Purchaser and must be returned upon completion of this order. Such items or information are to be used solely in the performance of the work by the seller and shall not be used or disclosed for any other purpose whatsoever without Purchaser's prior express written consent.

**6. Settlement of Controversies**

In the event that this purchase order is for materials or equipment which is excluded from this Prime Contract, and in the case of disputes between the Purchaser and the Customer or between the Purchaser and the Seller regarding materials or equipment to be furnished by the Seller, the Seller agrees to be bound to the same extent that the Purchaser is bound by the terms of the Prime Contract, and by any and all decisions and determinations made thereunder, provided that the Seller shall have the right to participate in the settlement of any dispute to the extent that the Seller will be affected thereby.

No interest shall accrue on any payment(s) otherwise due the Seller, which is withheld or delayed as a result of any such dispute, except to the extent that the Purchaser is ultimately paid interest on monies due the Seller. The Seller shall not be held liable if the Seller follows instructions of the Purchase and it is later determined that the Purchaser's instructions were not in compliance with the terms and specifications of the Prime Contract. Pending final disposition of a dispute hereunder, the Seller shall carry on the work unless otherwise agreed in writing by the purchaser.

In all instances the final authority should rest with the final Specifications.

**7. Patent Indemnity**

Purchaser hold seller harmless for an infringement sellers work may constitute on patents held by and third party that result from the direct request for the work made by purchaser in this "work made for hire" agreement.

The Seller hereby agrees to be responsible for all claims against the Purchaser of the Customer for alleged infringement of patents by reason of the Purchaser's or Customer's possession, use, or sale of any materials or equipment furnished hereunder by the Seller or by reason of the performance of any work hereunder by the Seller. The Seller agrees to defend at it's sole expense all suits against the Purchaser and/or the Customer and to save and hold harmless the Purchaser and the Customer from and against all costs, expensed, judgements, and damages of any kind which the Purchaser or the Customer may be obliged to pay or incur by reason of any such alleged or actual infringement of a patent or patents. The Purchaser and the Customer agree to render whatever assistance it reasonable can I the way of information and access to records for the defense of any such suit. This indemnity shall not extend to alleged or actual infringements resulting from the Seller's compliance with the Purchaser's or Customers's design, instructions, processes, or formulas provided, however, that the Seller agrees to be responsible if it is reasonable to assume the the Seller should have been aware of a possible alleged or actual infringement resulting from the Purchaser's or Customer's design, instructions, processes, or formulas and fails to notify the Purchasers of such possibility.

each day the project is delayed beyond that point.

The agreed upon project due date for the StreetFax software is

*Providing web design is finished by May 28, 2003*  
on completion for the expanded project with working title



~EXHIBIT Q-4~

**IMAGE OF THE "WORK FOR HIRE" DOCUMENT  
TAKEN BY DEFENDANTS' EXPERT PETER V. TYTELL DURING DEFENDANTS'  
JULY 14, 2011 EXAMINATION OF THE "WORK FOR HIRE" DOCUMENT**

**"WORK FOR HIRE" CONTRACT**

**SECTION 1- GENERAL PROVISIONS**

**1. Definitions**

The following terms have the meaning specified when used herein

PURCHASER - Paul Ceglia

CONTRACTOR/SELLER - Mark Zuckerberg, his agents, employees, suppliers, or sub-contractors, furnishing materials equipment, or services

CUSTOMER - StreetFax LLC the entity contracting for construction or other services from the Purchaser or which the goods and/or services provided hereunder are for incorporation into the work or are required to facilitate completion of Purchaser's contract with such entity.

PRIME CONTRACT - This contract between Purchaser and Seller.

**2. Entire Agreement**

The contract between the Purchaser and Seller as a Purchase agreement and "work made for hire" reflects two separate business ventures, the first being for the work to be performed directly for the StreetFax Database and the Programming language to be provided by Seller.

Second it is for the continued development of the software, program and for the purchase and design of a suitable website for the project Seller has already initiated that is designed to offer the students of Harvard university access to a website similar to a live functioning yearbook with the working title of "The Face Book"

It is agreed that Purchaser will own a half interest (50%) in the software, programming language and business interests derived from the expansion of that service to a larger audience.

**3. Payment Terms**

No insurance or premium charges or price increases will be allowed unless authorized by Purchaser in writing. No increase in price from that stated on the face hereof will be considered throughout the duration of the order.

The Agreed upon Cost that the Seller and the Buyer have agreed upon are as follows: Buyer agrees to pay the seller the Sum of \$1000 a piece for the work to be performed for Streetfax and \$1,000 for the work to be performed for "The Page Book".

Late fees are agreed to be a 5% deduction for the seller if the project is not completed by the due date and an additional 1% deduction for each day the project is delayed beyond that point.

The agreed upon project due date if for the StreetFax software is May 31, 2005.

The agreed upon completion for the expanded project with working title "The Face Book" shall be January 1 2004 and an additional 1% interest in the business will be due the buyer for each day the website is delayed from that date.

Additional funds may be provided for either project on an as needed basis at the sole discretion of the Buyer.

**4. Changes**

a) BY PURCHASER - Purchaser agrees that no further revision shall be implemented until or unless approved by the seller. Those revisions

shall be transmitted for written approval to seller.

b) BY SELLER - The Seller agrees that no further revision shall be implemented until or unless approved by Buyer. Those revisions shall be transmitted for written approval to the Street Fax Purchasing Department.

**5. Purchaser's Property/Seller's Responsibility**

For the StreetFax database Buyer agree to pay for and maintain the cost of upkeep for the servers needed for it's operation.

For "The Face Book" Seller agrees to maintain and act as the sites webmaster and to pay for all domain and hosting expenses from the funds received under this contract, and Seller agrees that he will maintain control of these services at all times.

Data, drawings, tooling, patterns, materials, specifications, and any other items or information supplied to Seller under this order are the property of the Purchaser and must be returned upon completion of this order. Such items or information are to be used solely in the performance of the work by the seller and shall not be used or disclosed for any other purpose whatsoever without Purchaser's prior express written consent.

**6. Settlement of Controversies**

In the event that this purchase order is for materials or equipment which is excluded from this Prime Contract, and in the case of disputes between the Purchaser and the Customer or between the Purchaser and the Seller regarding materials or equipment to be furnished by the Seller, the Seller agrees to be bound to the same extent that the Purchaser is bound by the terms of the Prime Contract, and by any and all decisions and determinations made thereunder, provided that the Seller shall have the right to participate in the settlement of any dispute to the extent that the Seller will be affected thereby.

No interest shall accrue on any payment(s) otherwise due the Seller, which is withheld or delayed as a result of any such dispute, except to the extent that the Purchaser is ultimately paid interest on monies due the Seller. The Seller shall not be held liable if the Seller follows instructions of the Purchase and it is later determined that the Purchaser's instructions were not in compliance with the terms and specifications of the Prime Contract. Pending final disposition of a dispute hereunder, the Seller shall carry on the work unless otherwise agreed in writing by the purchaser.

In all instances the final authority should rest with the final Specifications.

**7. Patent Indemnity**

Purchaser hold seller harmless for an infringement sellers work may constitute on patents held by and third party that result from the direct request for the work made by purchaser in this "work made for hire" agreement.

The Seller hereby agrees to be responsible for all claims against the Purchaser of the Customer for alleged infringement of patents by reason of the Purchaser's or Customer's possession, use, or sale of any materials or equipment furnished hereunder by the Seller or by reason of the performance of any work hereunder by the Seller. The Seller agrees to defend at it's sole expense all suits against the Purchaser and/or the Customer and to save and hold harmless the Purchaser and the Customer from and against all costs, expensed, judgements, and damages of any kind which the Purchaser or the Customer may be obliged to pay or incur by reason of any such alleged or actual infringement of a patent or patents. The Purchaser and the Customer agree to render whatever assistance it reasonable can in the way of information and access to records for the defense of any such suit. This indemnity shall not extend to alleged or actual infringements resulting from the Seller's compliance with the Purchaser's or Customers's design, instructions, processes, or formulas provided, however, that the Seller agrees to be responsible if it is reasonable to assume the Seller should have been aware of a possible alleged or actual infringement resulting from the Purchaser's or Customer's design, instructions, processes, or formulas and fails to notify the Purchasers of such possibility.

each day the project is delayed beyond that point.

the agreed upon project due date if for the StreetFax software is

on completion for the expanded project with working title